

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Geopier Foundation Corporation, Inc.	10/31/2005
RECEIVING PARTY DATA	
Name:	TCO Funding Corp.
Street Address:	445 Broad Hollow Road, Suite 239
Internal Address:	c/o Global Securitization Services
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11101599
Application Number:	60682826
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
Email:	ipdocket@lw.com
Correspondent Name:	Julie L. Dalke
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	02863-0092 (GEOPIER FOUND)
NAME OF SUBMITTER:	Anna T Kwan

OP \$80.00 11101599

Total Attachments: 19
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 31, 2005 (as amended, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), is made by the signatory hereto (the "Grantor") in favor of TCO Funding Corp. ("TCO") for the benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Tensar Holdings, Inc., a Delaware Corporation ("Tensar Holdings"), The Tensar Corporation, LLC, a Georgia limited liability company ("Tensar"), TCO, as lessor, and Credit Suisse, as administrative agent, have entered into that certain Lease Financing and Purchase Option Agreement, dated as of October 31, 2005 (as amended, supplemented or otherwise modified from time to time, the "Lease Agreement");

WHEREAS, Tensar Holdings, Tensar, TCO, and Credit Suisse, as administrative agent, and the other parties thereto have entered into that certain Working Capital Murabaha Facility Agreement, dated as of October 31, 2005 (as amended, supplemented or otherwise modified from time to time, the "Commodities Purchase Agreement");

WHEREAS, in connection with the Lease Agreement and the Commodities Purchase Agreement, Tensar Holdings and certain of its Subsidiaries have entered into the First Lien Guarantee and Collateral Agreement, dated as of October 31, 2005 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of TCO for the ratable benefit of the Secured Parties;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to TCO for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to TCO for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof owned by Grantor, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or

otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions owned by Grantor, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights owned by Grantor, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information owned by Grantor, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future misappropriations thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets"); and

(e) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the other Lease/Purchase Facilities Documents (as defined in the Guarantee and Collateral Agreement). The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the other Lease/Purchase Facilities Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the other Lease/Purchase Facilities Documents, the provisions of the Guarantee and Collateral Agreement or the other Lease/Purchase Facilities Documents shall govern.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

TENSAR HOLDINGS, INC.

By: 
Name:
Title:

THE TENSAR CORPORATION

By: _____
Name:
Title:

THE TENSAR CORPORATION, LLC

By: _____
Name:
Title:

TENSAR EARTH TECHNOLOGIES, INC.

By: _____
Name:
Title:

TENSAR POLYTECHNOLOGIES, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

TENSAR HOLDINGS, INC.

By: _____
Name:
Title:

THE TENSAR CORPORATION

By: *AD Spear*
Name:
Title:

THE TENSAR CORPORATION, LLC

By: *AD Spear*
Name:
Title:

TENSAR EARTH TECHNOLOGIES, INC.

By: *AD Spear*
Name:
Title:

TENSAR POLYTECHNOLOGIES, INC.

By: *AD Spear*
Name:
Title:

[Signature Page to First IP Security Agreement]

GEOPIER FOUNDATION COMPANY, INC.

By: *K. J. Spear*
Name:
Title:

GEOTECHNICAL REINFORCEMENT
COMPANY, INC.

By: *K. J. Spear*
Name:
Title:

NORTH AMERICAN GREEN, INC.

By: *K. J. Spear*
Name:
Title:

ATLANTECH ALABAMA INC.

By: *K. J. Spear*
Name:
Title:


ADVANCED EARTH TECHNOLOGY, INC.

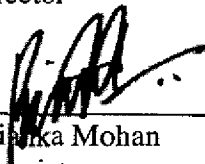
By: *K. J. Spear*
Name:
Title:

MERITEX PRODUCTS CORPORATION

By: *K. J. Spear*
Name:
Title:

**CREDIT SUISSE, Cayman Islands Branch,
as Administrative Agent and Collateral Agent**

By: 
Name: William O'Daly
Title: Director

By: 
Name: Rishika Mohan
Title: Associate

EXECUTION COPY

Schedule 1

COPYRIGHTS

PATENTS

TRADEMARKS

TRADE SECRETS

INTELLECTUAL PROPERTY LICENSES

U.S. Copyright Registration The Tensar Corporation		
Title	Reg. No.	Reg. Date
Figures A-H in the Sierra Slope Facing Selection Manual	Vau-257-091	5/18/93
Tensar Application Worksheet	TX2-658-942	9/27/89
Tensar Slope Reinforcement	TX2-680-230	9/27/89
Tensar Technical Note SR-1 (1986)	TX2-837-778	11/8/89
Tensar Technical Note SR-1 (1987)	TX2-837-779	11/8/89
Tensar Technical Note SR-1 (1988)	TX2-837-780	11/8/89
Tensar Technical Note: Design Guidelines for Flexible Pavements with Tensar Geogrid Reinforced Base Layers	TX2-529-753	5/11/93

U.S. Copyright Registration North American Green, Inc.		
Title	Reg. No.	Reg. Date
North American Green erosion control materials design software DOS Version IV	TX-4-843-242	7/6/98
North American Green erosion control materials design software version 4.1	TX-4-818-985	5/21/98
North American Green erosion control materials: design software	TX-4-162-393	12/1/95
North American Green erosion control system: a comprehensive plan for effective erosion control	TX-2-767-511	2/25/90
North American Green version II erosion control	TX-3-384-860	6/2/92
Staple Pattern B	VA1-106-191	6/11/01
Staple Pattern C	VA1-106-192	6/11/01
Staple Pattern E	VA1-103-040	6/18/01

U.S. Patent Applications Geopier Foundation Corporation, Inc.		
Title	App. No.	App. Date
Method and Apparatus For Providing a Rammed Aggregate Pier ("Pyramid Pier")	11/101,599	4/8/05
Slotted Mandrel for Lateral Displacement Pier and Method of Use	60/682,826 (Provisional Only)	5/20/05

U.S. Issued Patents Geotechnical Reinforcement Company Inc.		
Title	App. No.	App. Date
Short Aggregate Piers and Method and Apparatus for Producing the Same ("Original Geopier")	5,249,892	10/5/93
Methods for Forming a Short Aggregate Pier and a Product Formed from Said Methods ("Improved Geopier - Testing")	6,354,766	3/12/02
Lateral Displacement Pier and Method for installing the Same ("Cyclone Pier")	6,425,713	7/30/02

U.S. Issued Patents North American Green, Inc.		
Title	App. No.	App. Date
Erosion Control Blanket	D456,224	4/30/02
Erosion Control Blanket	D466,378	12/3/02
Erosion Control Blanket	D456,674	5/7/02
Reinforced Composite Matting	5,849,645	12/15/98
Fastener Insertion Device	6,926,186	8/9/05

U.S. Issued Patents The Tensar Corporation		
Title	App. No.	App. Date
Retaining Wall Block With Side Openings	D448,492	9/25/01
Retaining Wall Block With Side Openings	D428,499	7/18/00
Retaining Wall Block With Side Openings	D416,627	11/16/99
Polymer grid for supplemental roof and rib support of combustible underground openings	5096335	3/17/92
Portable Snow Fence System	5,184,800	2/9/93
Grid Composite for Longwall Shield Recovery in Underground Coal and Trona Mines	5,199,825	4/6/93
Grid Composite for Backfill Barriers and Waste Applications	5,277,520	1/11/94
Self-Tensioning Fencing System	5,409,196	4/25/95
Modular Wall Block System and Grid Connection Device for Use Therewith	5,522,682	6/4/96
Method of Forming a Framed Panel Utilizing Tensioning by Heat Shrinking	5,527,500	6/18/96
Modular Block Retaining Wall System and Method of Constructing Same	5,540,525	7/30/96
Pre-Cast Wall Panel and Grid Connection Device	5,568,998	10/29/96
Retaining Wall Block System	5,568,999	10/29/96
Marine Wall	5,580,191	12/3/96
Panel Framing System	5,593,706	1/14/97
Modular Block Retaining Wall System and Method of Constructing Same	5,595,460	1/21/97
High Friction, Non-Slip, Flexible and Heat Resistant Plastic Net	5,597,194	1/28/97
Method of Constructing a Liner System and Waste Containment Facility Incorporating Same	5,599,139	2/4/97

**U.S. Issued Patents
The Tensar Corporation**

Title	App. No.	App. Date
Modular Block Retaining Wall System	5,619,835	4/15/97
Gate Tensioning System	5,628,149	5/13/97
Concrete Geomattress	5,632,571	5/27/97
Self-Tensioning Permanent Fence System	5,660,377	8/26/97
Panel Framing System and Products Produced Thereby	5,661,944	9/2/97
Modular Block Retaining Wall System	5,673,530	10/7/97
Panel Framing System with Panel Tensioning by Heat Shrinking (as amended)	5,676,894	10/14/97
Cut Wall Confinement Cell	5,697,735	12/16/97
Plastic Net Structures and the Plastic Net Structures Formed Thereby	5,753,337	5/19/98
Bonded Composite Knitted Structural Textiles	5,795,835	8/18/98
Composite Retaining Wall	5,800,095	9/1/98
Modular Block Retaining Wall System	5,816,749	10/6/98
Automatic Grid Layout System	5,816,750	10/6/98
Interconnected Block System	5,823,709	10/20/98
Modular Retaining Wall Block System Including Wall Blocks Having Replaceable Dual Purpose Facing Panels and Removable Spacing Tabs	5,851,088	12/22/98
Interconnected Block System	5,911,539	6/15/99
Modular Wall Block Retaining Wall Reinforced by Confinement Cells for Cut Wall Applications	5,934,838	8/10/99
Mine Stopping Jointly owned with Sandvik Rock Tools, Inc.	5,934,990	8/10/99
Bonded Composite Open Mesh Structural Textiles	5,965,467	10/12/99
Bonded Composite Open Mesh Structural Textiles	6,020,275	2/1/00
Bonded Composite Open Mesh Structural Textiles	6,056,479	5/2/00
Advanced Integrally Formed Load Support Systems	6,060,407	5/9/00
Plantable Wall Block Assembly and Retaining Wall Formed Therefrom	6,287,054	9/11/01
Retaining Wall System and Method of Making Retaining Wall	6,595,726	7/22/03

Foreign Patents				
Owner Business Sector	Title	Country	Patent No.	Grant Date
GEO	Short Aggregate Pier Techniques ("Improved Geopier – Testing")	Mexico	1,008,008/PCT /US00/1794	1/25/00
MER	Bonded Composite Open Mesh Structural Textiles	Canada	2,217,536	10/6/97
MER	Bonded Composite Open Mesh Structural Textiles	Europe	96915737.9	5/9/96
MER	Bonded Composite Open Mesh Structural Textiles	India	188057	4/4/03
MER	Bonded Composite Knitted Structural Textiles	India	189246	8/22/96
MER	Bonded Composite Knitted Structural Textiles	Malaysia	PI9603348	8/15/96
MER	Bonded Composite Open Mesh Structural Textiles	Malaysia	PI960017545	5/9/96
MER	Bonded Composite Open Mesh Structural Textiles	Mexico	204887	10/23/01
MER	Bonded Composite Open Mesh Structural Textiles	Russian Federation	2147051	3/27/00
MER	Bonded Composite Open Mesh Structural Textiles	South Africa	96/03715	1/29/97
MER	Bonded Composite Knitted Structural Textiles	Taiwan	I-109573	11/1/99
MER	Bonded Composite Open Mesh Structural Textiles	Taiwan	I-114603	4/21/00
MER	Bonded Composite Knitted Structural Textiles	Thailand	032919	8/22/96
MER	Bonded Composite Open Mesh Structural Textiles	Thailand	031318	5/9/96
MER	Bonded Composite Open Mesh Structural Textiles	Venezuela	0790-96	5/10/96
NAG	Reinforced Composite Matting	Australia	760,284	5/8/03
NAG	Reinforced Composite Matting	Australia	8790798	4/6/00
NAG	Reinforced Composite Matting	Australia	9887907	4/6/00
NAG	Reinforced Composite Matting	Brazil	P198043234	8/15/00
NAG	Reinforced Composite Matting	Canada	2,247,740	3/22/00
NAG	Reinforced Composite Matting	Japan	11158840	6/15/99
TC-GA	Bonded composite open mesh structural textiles	Australia	9657437	11/29/99
TC-GA	Automatic grid layout system	Australia	9739878	4/9/98
TC-GA	Composite retaining wall	Australia	9859070	8/7/98
TC-GA	Bonded composite knitted structural textiles	Australia	9668992	3/27/97
TC-GA	Panel framing system and products produced thereby	Australia	9526509	1/4/96
TC-GA	High friction, non-slip, flexible and heat resistant plastic net	Australia	9654348	10/30/96
TC-GA	Modular block retaining wall system and method of constructing same	Australia	9526417	1/04/96
TC-GA	Retaining wall block system	Australia	9654349	10/23/96
TC-GA	Precast wall panel and grid connection device	Australia	9649223	9/4/96
TC-GA	Modular wall block system and grid connection device for use therewith	Australia	9519748	9/18/95
TC-GA	Geocell with facing panel	Australia	9339267	11/18/93

Foreign Patents				
Owner Business Sector	Title	Country	Patent No.	Grant Date
TC-GA	Grid composite for longwall shield recovery in underground coal and trona mines	Australia	9332318	6/28/93
TC-GA	Grid composite for backfill barriers and waste applications	Australia	9338059	10/21/93
TC-GA	Grid composite for backfill barriers and waste applications	Australia	667890	4/18/96
TC-GA	Bonded composite engineered mesh structural textiles	Australia	9726726 A1	3/6/98
TC-GA	Modular Block Retaining Wall System and Method of Constructing Same	Australia	694,779	7/30/98
TC-GA	Grid Composite for Longwall Shield Recovery in Underground Coal and Trona Mines	Australia	661,094	7/13/95
TC-GA	Modular block retaining wall system and method of constructing same	Austria	225441	10/15/02
TC-GA	Grid composite for longwall shield recovery in underground coal and trona mines	Brazil	9206857	11/28/95
TC-GA	Modular Block Retaining Wall System and Method of Constructing Same	Brazil	9507928-9	9/9/97
TC-GA	Panel framing system and products produced thereby	Canada	2191839	12/14/95
TC-GA	Self-tensioning fencing system	Canada	2130069	2/14/95
TC-GA	Composite Retaining Wall	Canada	2,244,984	7/23/98
TC-GA	Modular Block Retaining Wall System and Method of Constructing Same	Canada	2,189,538	8/28/01
TC-GA	Modular block retaining wall system and method of constructing same	China	1164265	11/5/97
TC-GA	Modular block retaining wall system and method of constructing same	China	1092324	10/09/02
TC-GA	Modular Block Retaining Wall System and Method of Constructing Same	European (validated in Great Britain)	0764229	3/26/97
TC-GA	Bonded composite open mesh structural textiles	European Union	824609	2/25/98
TC-GA	Panel framing system and products produced thereby	European Union	781192	7/2/97
TC-GA	Modular block retaining wall system and method of constructing same	European Union	764229	3/26/97
TC-GA	Grid composite for longwall shield recovery in underground coal and trona mines	European Union	615574	9/21/94
TC-GA	Grid composite for backfill barriers and waste applications	European Union	633966	1/18/95
TC-GA	Advanced integrally formed	European Union	EP 976531 A	2/2/00
TC-GA	Modular block retaining wall system and method of constructing same	Germany	69528457	11/7/02
TC-GA	Modular Block Retaining Wall System and Method of Constructing Same	India	183606A	3/4/00

Foreign Patents				
Owner Business Sector	Title	Country	Patent No.	Grant Date
TC-GA	Bonded composite engineered mesh structural textiles	Indonesia	19207	06/28/98
TC-GA	Bonded composite engineered mesh structural textiles	International Registration	9806570	02/19/98
TC-GA	Precast wall panel and grid connection device	International Registration	9625562	8/22/96
TC-GA	Bonded composite open mesh structural textiles	International Registration	9635833	11/14/96
TC-GA	Composite retaining wall	International Registration	9831878	7/23/98
TC-GA	Grid composite for backfill barriers and waste applications	International Registration	9319250	9/30/93
TC-GA	Bonded composite knitted structural textiles	International Registration	9709476	3/13/97
TC-GA	Panel framing system with panel tensioning by heat shrinking	International Registration	9533614	12/14/95
TC-GA	High friction, non-slip, flexible and heat resistant plastic net	International Registration	9632313	10/17/96
TC-GA	Modular block retaining wall system and method of constructing same	International Registration	9533893	12/14/95
TC-GA	Retaining wall block system	International Registration	9631663	10/10/96
TC-GA	Modular wall block system and grid connection device for use therewith	International Registration	9523897	9/8/95
TC-GA	Geocell with facing panel	International Registration	9321394	10/28/93
TC-GA	Grid composite for longwall shield recovery in underground coal and trona mines	International Registration	9311341	6/10/93
TC-GA	Modular block retaining wall system and method of constructing same	Japan	10501313	2/3/98
TC-GA	Modular Block Retaining Wall System and Method of Constructing Same	Japan	2974783	11/10/99
TC-GA	Modular Block Retaining Wall System and Method of Constructing Same	New Zealand	287,641	7/28/98
TC-GA	Modular block retaining wall system and method of constructing same	Norway	9605206	12/6/96
TC-GA	Modular Block Retaining Wall System and Method of Constructing Same	South Korea	257,227	5/15/00
TC-GA	Bonded composite open mesh structural textiles	Taiwan	387961	4/21/00
TC-GA	Bonded composite knitted structural textiles	United Kingdom	9804034	4/22/98
TET	Modular Block Retaining Wall System and Method of Constructing Same	Argentina	252,267	7/27/98
TET	Block for Retaining Wall	Canada	87009	6/30/99

Foreign Patents				
Owner Business Sector	Title	Country	Patent No.	Grant Date
TET	Modular Block Retaining Wall System and Method of Constructing Same	Chile	811-95	6/6/95
TET	Modular Block Retaining Wall System and Method of Constructing Same	Ecuador	PI97-1148	6/17/97
TET	Modular Block Retaining Wall System and Method of Constructing Same	Indonesia	0008021	5/30/02
TET	Modular Block Retaining Wall System and Method of Constructing Same	Mexico	192640	7/13/99
TET	Modular Block Retaining Wall System and Method of Constructing Same	Peru	000970	12/10/97
TET	Modular Block Retaining Wall System and Method of Constructing Same	Philippines	1199550626	8/30/02
TET	Modular Block Retaining Wall System and Method of Constructing Same	Singapore	37,800	5/25/99
TET	Automatic Grid Layout System	South Africa	97-8096	3/23/98

**U.S. Pending Trademark Application and Registrations
Geopier Foundation Company, Inc.**

Trademark	App./Reg. No.	App./Reg. Date
GEOPIER	2281184	9/28/99
INTERMEDIATE FOUNDATION	78/616,687	4/26/05
RAMMED AGGREGATE PIER	2548544	3/12/02

**U.S. Trademark Applications and Registrations
North American Green, Inc.**

Trademark	App./Reg. No.	App./Reg. Date
"A" DESIGN (Blue)	75/664,548	3/22/99
"B" DESIGN (Red)	75/664,538	3/22/99
"C" DESIGN (Green)	75/664,547	3/22/99
"D" DESIGN (White)	75/664,928	3/22/99
"E" DESIGN (Yellow)	2,920,149	1/18/05
3 PHASE	1,924,636	10/3/95
BIONET	1,879,223	2/14/95
BIOPAINT	2,411,368	12/5/00
BIO-STAKE	2,241,076	4/20/99
BUNKERGUARD	2,961,310	6/7/05
C 350	1,932,171	10/31/95
C125	2,515,078	12/4/01
CELL-O-SEED	1,686,625	5/12/92
DOT SYSTEM	2,409,356	11/28/00
ECMDS	2,284,067	10/5/99
ECO-STAKE	2,196,645	10/13/98
GREEN SP	2,694,053	3/4/03
GREENPARTNERSHIP	78/361,710	2/3/04
Miscellaneous Design	2,920,149	1/18/05
NORTH AMERICAN GREEN	1,408,515	9/9/86
NORTH AMERICAN GREEN LOGO	1,414,239	10/21/86
P300	2,496,363	10/9/01
P550	2,585,138	6/25/02
S150	2,500,450	10/23/01
S75	2,500,449	10/23/01
SC150	2,496,362	10/9/01
SC250	2,585,130	6/25/02
SEAM STITCH	2,413,086	12/12/00
SEDIMENTSTOP	2,863,721	7/13/04
SEED 'N SOIL	2,537,309	2/5/02
SEED PROTECTION MULCH MAT NORTH AMERICAN GREEN	78/404,338	4/19/04

U.S. Trademark Applications and Registrations North American Green, Inc.		
Trademark	App./Reg. No.	App./Reg. Date
GUARDIAN GETS YOU GROWING (Design)		
SHOREMAX	78/629,061	5/12/05
SURE LOCK	76/615,802	10/12/04
VMAX3	2,635,120	10/15/02
VMAX3	2,786,966	11/25/03

U.S. Pending Trademark Applications and Registrations The Tensar Corporation		
Trademark	App./Reg. No.	App./Reg. Date
ADD ³	2,110,049	10/28/97
ARES	2,327,032	3/7/00
DIMENSION	2,184,397	8/25/98
GRAVEL SAVER	1,876,662	1/31/95
MEREX	2,489,369	9/11/01
MESA	2,022,408	12/10/96
MESA	2,385,184	9/12/00
MESA and Design	2,265,376	7/27/99
PINNACLE	2,151,231	4/14/98
SIERRA	1,820,338	2/8/94
SIERRASCAPE	2,767,443	9/23/03
SIERRASCAPE	76/389,835	4/2/02
SPECTRA	1,946,375	1/9/96
SPECTRA and Design	2,199,033	10/20/98
SPECTRA PAVEMENT SYSTEMS	1,927,478	10/17/95
THE ALTERNATIVE TO DEEP FOUNDATIONS	76/480,055	1/2/03
THE COMPANY YOU CAN BUILD ON	2,183,291	8/25/98
TRITON	2,226,410	2/23/99
VECTRA	2,257,609	6/29/99

Foreign Trademark Applications and Registrations

Owner Business Sector	Trademark	Country	App./Reg. No.	App./Reg. Date
GEO	GEOPIER	European Union	001328996	12/22/00
MER	MEREX	India	1160865	12/23/02
MER	MEREX	India	1160868	12/23/02
MER	MEREX	Taiwan	00928502	2/1/01
NAG	NORTH AMERICAN GREEN LOGO	Argentina	1,851,826	11/15/01
NAG	NORTH AMERICAN GREEN LOGO	Australia	A590,592	11/17/92
NAG	NORTH AMERICAN GREEN LOGO	Brazil	833,905,345	6/30/00
NAG	VMAX3	Brazil	823,595,862	7/20/01
NAG	NORTH AMERICAN GREEN	Canada	342,873	7/15/88
NAG	SURE LOCK	Canada	381,007	3/8/91
NAG	BIONET	Canada	449,877	11/10/95
NAG	ECO-STAKE	Canada	542,719	3/20/01
NAG	C350	Canada	476,253	5/14/97
NAG	3 PHASE	Canada	476,251	5/14/97
NAG	CELL-O-SEED	Canada	419,759	11/19/93
NAG	WING Design	Canada	TMA0350371	1/27/89
NAG	NORTH AMERICAN GREEN LOGO	Chile	592,947	3/22/01
NAG	BIO-STAKE	Japan	4,395,599	6/30/00
NAG	ECMDS	Japan	4,395,598	6/30/00
NAG	NORTH AMERICAN GREEN LOGO	Japan	4,053,385	9/5/97
NAG	BIONET	Japan	4,422,802	10/6/00
NAG	DOT SYSTEM	Japan	31,968/1999	4/13/99
NAG	NORTH AMERICAN GREEN LOGO	Malaysia	96/00982	9/1/04
NAG	NORTH AMERICAN GREEN	Malaysia	96/00981	1/26/96
NAG	NORTH AMERICAN GREEN LOGO	Mexico	671,122	8/31/00
NAG	C-350	Mexico	482,532	12/14/94
NAG	3 PHASE	Mexico	482,531	12/14/94
NAG	NORTH AMERICAN GREEN LOGO	New Zealand	223,013	11/18/92
NAG	NORTH AMERICAN GREEN LOGO	Venezuela	2000-012,998	7/25/00
TC-GA	SPECTRA PAVEMENT SYSTEMS	Mexico	485,326	3/17/95
TC-GA	SIERRA	Mexico	460,202	5/12/94
TC-GA	PRISM	Mexico	464,422	6/23/94
TC-GA	GENESIS	Mexico	461,863	5/27/94
TC-GA	MESA	Mexico	552823	6/30/97
TC-GA	MESA	Mexico	552824	6/30/97
TC-GA	MESA	Mexico	492,017	5/22/95

Foreign Trademark Applications and Registrations

Owner Business Sector	Trademark	Country	App./Reg. No.	App./Reg. Date
TC-GA	MESA	Mexico	552825	6/30/97
TC-GA	GRAVEL SAVER	Mexico	454,074	3/10/94
TC-GA	GRAVEL SAVER (and Design)	Mexico	458,447	4/26/94
TET	MESA	Argentina	1582090	10/31/95
TET	MESA	Argentina	1582091	10/31/95
TET	MESA	Argentina	1582137	10/31/95
TET	MESA	Brazil	818322934	4/29/97
TET	MESA	Brazil	818322942	5/6/97
TET	MESA	Canada	488,568	1/29/98
TET	MESA	Chile	462006	5/15/97
TET	MESA	Chile	462007	5/15/97
TET	MESA	Colombia	191960	12/9/96
TET	MESA	Colombia	191961	12/9/96
TET	MESA	Costa Rica	138313	4/10/03
TET	MESA	Costa Rica	138314	4/10/03
TET	MESA	Costa Rica	138315	4/10/03
TET	MESA	Costa Rica	2001-6437	8/23/01
TET	MESA	Panama	83487	10/14/96
TET	MESA	Panama	83488	10/14/96
TET	MESA	Panama	83489	10/14/96
TET	MESA	Peru	004843	8/7/95
TET	MESA	Peru	004844	8/7/95
TET	MESA	Peru	018043	8/7/95
TET	MESA	Puerto Rico	35,888	2/9/95
TET	MESA	Puerto Rico	35,891	2/9/95
TET	MESA	Puerto Rico	35,892	2/9/95
TET	MESA	Venezuela	1519	2/9/95
TET	MESA	Venezuela	1520	2/9/95
TET	MESA	Venezuela	1521	2/9/95

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RECORDED: 12/01/2005

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REEL: 016839 FRAME: 0189