

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT FIRST SUPPLEMENTAL FILING	
SEQUENCE:	3	
CONVEYING PARTY DATA		
	Name	Execution Date
	GEOPIER FOUNDATION COMPANY, INC.	06/28/2017
RECEIVING PARTY DATA		
Name:	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT	
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City:	STAMFORD	
State/Country:	CONNECTICUT	
Postal Code:	06901	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	9637882	
Patent Number:	9567723	
Application Number:	62247236	
Application Number:	14911758	
Application Number:	14916741	
Application Number:	15430807	
Application Number:	14916737	
CORRESPONDENCE DATA		
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NAME OF SUBMITTER:	ANNA T KWAN	
SIGNATURE:	/atk/	

DATE SIGNED:	10/06/2017
Total Attachments: 6 source=Second Lien Patent First Supp - Tensar#page1.tif source=Second Lien Patent First Supp - Tensar#page2.tif source=Second Lien Patent First Supp - Tensar#page3.tif source=Second Lien Patent First Supp - Tensar#page4.tif source=Second Lien Patent First Supp - Tensar#page5.tif source=Second Lien Patent First Supp - Tensar#page6.tif	

**SECOND LIEN PATENT SECURITY AGREEMENT
FIRST SUPPLEMENTAL FILING**

This SECOND LIEN PATENT SECURITY AGREEMENT, dated as of June 28, 2017 (this "**Second Lien Patent Security Agreement**"), is made by Geopier Foundation Company Inc., a Georgia corporation and Tensar International Corporation, a Georgia corporation, all of the foregoing located at 2500 Northwinds Parkway, Suite 500, Alpharetta, Georgia 30009 (each a "**Grantor**" and collectively, the "**Grantors**") in favor of UBS AG, Stamford Branch, as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "**Collateral Agent**").

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of July 9, 2014 by and among TAC HoldCo, Inc. (including its permitted successors, "**Holdings**"), Tensar Corporation (for itself and as successor in interest to TAC Merger Corp., the "**Borrower**"), the lenders from time to time party thereto (the "**Lenders**"), the Collateral Agent, UBS AG, Stamford Branch, as administrative agent, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Second Lien Credit Agreement**"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Second Lien Credit Agreement, the Grantors entered into a Second Lien Guarantee and Collateral Agreement dated as of July 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Second Lien Guarantee and Collateral Agreement**") between each of the Grantors and the Collateral Agent, pursuant to which each of the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below);

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, each Grantor agreed to execute and this Second Lien Patent Security Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Second Lien Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Second Lien Credit Agreement.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and

now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent 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:

all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including without limitation: (i) each patent and patent application listed in **Schedule A** attached hereto (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described and claimed therein, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto, and (vi) all other rights of any accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement

The security interest granted pursuant to this Second Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Second Lien Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Patent Security Agreement is deemed to conflict with the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS SECOND LIEN PATENT SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS SECOND LIEN PATENT SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

SECTION 5. Intercreditor Agreement

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT

PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT, HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF JULY 9, 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**INTERCREDITOR AGREEMENT**"), AMONG UBS AG, STAMFORD BRANCH, AS INITIAL FIRST LIEN REPRESENTATIVE, UBS AG, STAMFORD BRANCH, AS INITIAL FIRST LIEN COLLATERAL AGENT, UBS AG, STAMFORD BRANCH, AS INITIAL SECOND LIEN REPRESENTATIVE, UBS AG, STAMFORD BRANCH, AS INITIAL SECOND LIEN COLLATERAL AGENT AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

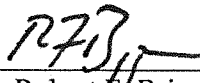
SECTION 6. Counterparts

This Second Lien Patent Security Agreement may be executed by one or more of the parties to this Second Lien Patent Security Agreement on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Second Lien Patent Security Agreement by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

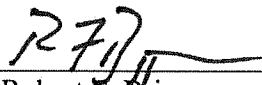
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IN WITNESS WHEREOF, each of the undersigned has caused this Second Lien Patent Security Agreement to be duly executed and delivered as of the date first above written.

GEOPIER FOUNDATION COMPANY INC.,
Grantor


By: 
Name: Robert F. Briggs
Title: Secretary


TENSAR INTERNATIONAL
CORPORATION, Grantor

By: 
Name: Robert F. Briggs
Title: EVP, General Counsel & Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH., as Collateral Agent

By: 
Name: Craig Pearson
Title: Associate Director

By: 
Name: Darlene Arias
Title: Director

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Title	App. No. App. Date	Patent No. Issue Date	Status	Owner
Load Transfer Confinement System and Method of Making Same ("GCC Ring")	62/247,236 10/28/2015		Expired	Geopier Foundation Company Inc.
Apparatuses for Constructing Displacement Aggregate Piers ("Impact CJ-PG")	14/916,731 9/5/2014		Pending	Geopier Foundation Company Inc.
Method and Apparatus for Making and Expanded Base Pier ("Geo-Concrete Column")	15/175,680 6/7/2016	9,637,882 5/2/2017	Issued	Geopier Foundation Company Inc.
Method and Apparatus for Stabilizing Slopes and Embankments with Soil Load Transfer Plates ("SRT T3")	14/911,758 2/12/2016		Pending	Geopier Foundation Company Inc.
Methods and Apparatuses for Compacting Soil and Granular Materials ("X1 Mandrel")	14/916,741 9/5/2014		Pending	Geopier Foundation Company Inc.
Open-End Extensible Shells and Related Methods for Constructing a Support Pier ("Armorpact Second CIP Continuation")	15/430,807 2/13/2017		Pending	Geopier Foundation Company Inc.
Open-End Extensible Shells and Related Methods for Constructing a Support Pier ("Armorpact Second CIP")	14/809,579 7/27/2015	9,567,723 2/14/2017	Issued	Geopier Foundation Company Inc.
System for and Method of Stabilizing Rail Track Structures Using a Load Transfer Apparatus ("Railroad Spike")	14/916,737 9/4/2014		Pending	Geopier Foundation Company Inc.
Marine and River Protection System and Method of Supporting Coastal Structures ("SPARTAN")	62/394,410 9/14/2016		Provisional application	Tensar International Corporation