

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6589486

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT-SECOND LIEN
CONVEYING PARTY DATA	
Name	Execution Date
TENSAR TECHNOLOGIES LIMITED	03/05/2021
RECEIVING PARTY DATA	
Name:	ALTER DOMUS (US) LLC, AS COLLATERAL AGENT
Street Address:	225 W. WASHINGTON STREET
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7001112
Patent Number:	9556580
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(212)455-3605
Email:	ksolomon@stblaw.com
Correspondent Name:	GENEVIEVE DORMENT, ESQ.
Address Line 1:	SIMPSON THACHER & BARTLETT LLP
Address Line 2:	425 LEXINGTON AVENUE
Address Line 4:	NEW YORK, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	003948/0003
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	03/08/2021
Total Attachments: 6	
source=Tensar - 2L PSA (Executed)#page1.tif	
source=Tensar - 2L PSA (Executed)#page2.tif	
source=Tensar - 2L PSA (Executed)#page3.tif	

source=Tensar - 2L PSA (Executed)#page4.tif

source=Tensar - 2L PSA (Executed)#page5.tif

source=Tensar - 2L PSA (Executed)#page6.tif

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of March 5, 2021 (this "Patent Security Agreement"), is made by the undersigned (the "Additional Grantor") in favor of Alter Domus (US) LLC, as collateral agent, a Delaware limited liability company located at 225 W. Washington Street, 9th Floor, Chicago, Illinois 60606, 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 November 20, 2020 by and among TAC HoldCo, Inc., a Delaware corporation (including its permitted successors, "Holdings"), Tensar Corporation, a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities (collectively, the "Lenders") from time to time parties thereto, the Collateral Agent, Alter Domus (US) LLC, as administrative agent, and the other parties from time to time party thereto (as amended, restated, amended and restated, supplemented, extended 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;

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) entered into the Second Lien Guarantee and Collateral Agreement, dated as of November 20, 2020 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, including as supplemented by the Assumption Agreement (as defined below), the "Guarantee and Collateral Agreement") among the Grantors from time to time party thereto in favor of the Collateral Agent for the Secured Parties, pursuant to which each of the Grantors party thereto 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 Credit Agreement, the Additional Grantor has become a party to the Guarantee and Collateral Agreement by the execution and delivery of the Assumption Agreement, dated as of the date hereof (the "Assumption Agreement"), made in favor of the Collateral Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Additional Grantor agreed to execute and deliver this 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 Additional Grantor hereby agrees 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 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

The Additional Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in (i) all patents described in **Schedule A** attached hereto and (ii) all other Material Intellectual Property of the Additional Grantor to the extent constituting patents, wherever located and now owned or at any time hereafter acquired by the Additional Grantor or in which the Additional 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 the Obligations.

SECTION 3. Security Agreement

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Additional Grantor hereby acknowledges and affirms 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 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 Patent Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS PATENT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS 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 Agreements

(a) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS PATENT SECURITY 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 NOVEMBER 20, 2020 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**ABL INTERCREDITOR AGREEMENT**"), BY AND AMONG TAC HOLDCO, INC., AS HOLDINGS, TENSAR CORPORATION, AS THE COMPANY, BANK OF AMERICA, N.A., AS ABL COLLATERAL AGENT, WHITEHORSE CAPITAL MANAGEMENT, LLC, AS INITIAL FIRST LIEN COLLATERAL AGENT, AND ALTER DOMUS (US) LLC, 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 ABL INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE TERMS OF THE ABL INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL; PROVIDED THAT THE FOREGOING SHALL NOT APPLY WITH RESPECT TO THE GRANT OF A SECURITY INTEREST SET FORTH HEREIN.

(b) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT, PURSUANT TO THIS PATENT SECURITY 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 NOVEMBER 20, 2020 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME,

THE "INTERCREDITOR AGREEMENT"), AMONG WHITEHORSE CAPITAL MANAGEMENT, LLC, AS INITIAL FIRST LIEN REPRESENTATIVE, WHITEHORSE CAPITAL MANAGEMENT, LLC, AS INITIAL FIRST LIEN COLLATERAL AGENT, ALTER DOMUS (US) LLC, AS INITIAL SECOND LIEN REPRESENTATIVE, ALTER DOMUS (US) LLC, 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 PATENT SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL; PROVIDED THAT THE FOREGOING SHALL NOT APPLY WITH RESPECT TO THE GRANT OF A SECURITY INTEREST SET FORTH HEREIN.

SECTION 6. Counterparts

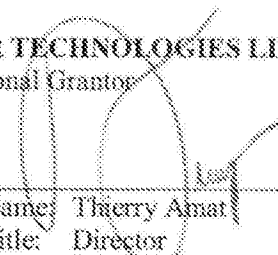
This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this 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. The words "execution," "signed," "signature," and words of like import in this Patent Security Agreement and any notices, documents or other instruments related thereto shall be deemed to include electronic signatures or the electronic records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature pages follow]

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

TENSAR TECHNOLOGIES LIMITED,
as Additional Grantor

By:



Name: Thierry Amat
Title: Director

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 055527 FRAME: 0604

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: 
Name: Jon Kirschmeier
Title: Associate Counsel

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 055527 FRAME: 0605

SCHEDULE A
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS

Title	Application No.	Filing Date	Patent No.	Issue Date
Geogrid or Mesh Structure ("Triax")	10/603,784	06/26/2003	7,001,112	02/21/2006
Multi-axial grid or mesh structures with high aspect ratio ribs	13/618,625	09/14/2012	9,556,580	01/31/2017

UNITED STATES PATENT APPLICATIONS

None.