

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610485

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Geopier Foundation Company, Inc.		11/20/2020	Corporation: GEORGIA
Tensar International Corporation		11/20/2020	Corporation: GEORGIA

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC, as Collateral Agent
Street Address:	225 W. Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 74

Property Type	Number	Word Mark
Registration Number:	4238355	ARMORPACT
Registration Number:	4491826	
Registration Number:	3948498	DENSIPACT
Registration Number:	5530625	DX1
Registration Number:	4653651	GEOCONCRETE
Registration Number:	4770335	
Registration Number:	2281184	GEOPIER
Registration Number:	3646509	GEOPIER
Registration Number:	4482563	GEOPIER ARMORPACT
Registration Number:	4441004	GEOPIER DENSIPACT
Registration Number:	5530624	GEOPIER DX1
Registration Number:	4653652	GEOPIER GEOCONCRETE
Registration Number:	4511426	GEOPIER GP3
Registration Number:	4422722	GEOPIER IMPACT
Registration Number:	4419454	GEOPIER IS GROUND IMPROVEMENT
Registration Number:	4605983	GEOPIER RAMMED AGGREGATE PIER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4422723	GEOPIER RAMPACT
Registration Number:	4596618	GEOPIER SRT
Registration Number:	4846999	GEOPIER X1
Registration Number:	5402408	GEOSPIKE
Registration Number:	4506154	GP3
Registration Number:	5271348	GP3
Registration Number:	3642754	IMPACT
Registration Number:	3016156	IMPACT
Registration Number:	5271329	IMPACT
Registration Number:	3604750	INTERMEDIATE FOUNDATION
Registration Number:	3270605	INTERMEDIATE FOUNDATION
Registration Number:	4439224	INTERMEDIATE FOUNDATION
Registration Number:	2548544	RAMMED AGGREGATE PIER
Registration Number:	3727040	RAMMED AGGREGATE PIER
Registration Number:	3939266	RAMMED COMPACTION
Registration Number:	5289901	RAMMED COMPACTION
Registration Number:	3499706	RAMPACT
Registration Number:	5271328	RAMPACT
Registration Number:	4518384	
Registration Number:	4584488	
Registration Number:	4584487	SRT
Registration Number:	4471693	
Registration Number:	4805013	X1
Registration Number:	4805014	
Registration Number:	2110049	ADD3
Registration Number:	2327032	ARES
Registration Number:	4402388	BX1500
Registration Number:	4848847	BXGRID
Registration Number:	3343702	DIMENSION
Registration Number:	4443446	DIMENSION
Registration Number:	5257580	EARTHLOCK
Registration Number:	6060329	GEOHOOP
Registration Number:	2022408	MESA
Registration Number:	2385184	MESA
Registration Number:	1820338	SIERRA
Registration Number:	2767443	SIERRASCAPE
Registration Number:	3011723	SIERRASCAPE
Registration Number:	1946375	SPECTRA

Property Type	Number	Word Mark
Registration Number:	5499548	SPECTRA M-E
Registration Number:	5306225	SPECTRAPAVE4-PRO
Registration Number:	4064152	TENSARSLOPE
Registration Number:	4064151	TENSARSOIL
Registration Number:	3394327	THE COMPANY YOU CAN BUILD ON
Registration Number:	3676903	TRIAX
Registration Number:	2226410	TRITON
Registration Number:	4726324	TX130S
Registration Number:	4726326	TX140
Registration Number:	4559015	TX160
Registration Number:	4726325	TX190L
Registration Number:	4726327	TX5
Registration Number:	4726328	TX7
Registration Number:	5746200	TX8
Serial Number:	88516414	MICROCELL
Serial Number:	90026339	OLYMPIA
Serial Number:	88485686	PALISADE
Serial Number:	88655048	SPARTAN
Serial Number:	88272866	SPECTRAPAVE
Serial Number:	88652861	T-ROD

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1130700-0331-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 11/23/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

This **TRADEMARK SECURITY AGREEMENT (SECOND LIEN)**, dated as of November 20, 2020 (this "Trademark Security Agreement"), is made by each of the signatories hereto indicated as a grantor (each a "Grantor" and collectively, the "Grantors") in favor of Alter Domus (US) LLC, as collateral agent, a Delaware limited liability company located at 225 W. Washington Street, 9th Floor, Chicago, IL 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, to the Borrower;

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 November 20, 2020 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the "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 Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor agreed to execute and this Trademark 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 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 in Trademark Collateral

SECTION 2.1 Grant of Security. 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 "Trademark 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 domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications

listed in **Schedule A** attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) 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, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Trademark 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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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 Trademark 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 TRADEMARK 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 TRADEMARK 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. Counterparts

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark 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 Trademark 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 Trademark 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.

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

GEOPIER FOUNDATION COMPANY, INC.,
as Grantor

By: 

Name: Thierry Amat
Title: Chief Financial Officer

TENSAR INTERNATIONAL CORPORATION
as Grantor

By: 

Name: Thierry Amat
Title: Chief Financial Officer


[Signature Page to 2L Trademark Security Agreement]

TRADEMARK
REEL: 007113 FRAME: 0985

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Collateral Agent

By:


Name: Matthew Frybula
Title: Associate Counsel

{Signature Page to 2L Trademark Security Agreement}

TRADEMARK
REEL: 007113 FRAME: 0986

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

Owner	Title	(Filing Date)/ Registration Date	(Serial No.)/ Registration No.
Geopier Foundation Company, Inc.	ARMORPACT	(2/23/2011)/ 11/6/2012	(85/249,091)/ 4,238,355
Geopier Foundation Company, Inc.	Claw Logo Design	(6/7/2012)/ 3/4/2014	(85/645,770)/ 4,491,826
Geopier Foundation Company, Inc.	DENSIPACT	(7/15/2009)/ 4/19/2011	(77/781,639)/ 3,948,498
Geopier Foundation Company, Inc.	DX1	(11/2/2015)/ 7/31/2018	(86/806,561)/ 5,530,625
Geopier Foundation Company, Inc.	GEOCONCRETE	(4/23/2013)/ 12/9/2014	(85/911,915)/ 4,653,651
Geopier Foundation Company, Inc.	Design Only (2014 logo design)	(8/14/2014)/ 7/7/2015	(86/366,734)/ 4,770,335
Geopier Foundation Company, Inc.	GEOPIER	(6/23/1998)/ 9/28/1999	(75/507,565)/ 2,281,184
Geopier Foundation Company, Inc.	GEOPIER	(11/5/2008)/ 6/30/2009	(77/607,588)/ 3,646,509
Geopier Foundation Company, Inc.	GEOPIER ARMORPACT	(3/15/2013)/ 2/11/2014	(85/877,284)/ 4,482,563
Geopier Foundation Company, Inc.	GEOPIER DENSIPACT	(6/7/2012)/ 11/26/2013	(85/645,757)/ 4,441,004
Geopier Foundation Company, Inc.	GEOPIER DX1	(11/2/2015)/ 7/31/2018	(86/806,523)/ 5,530,624
Geopier Foundation Company, Inc.	GEOPIER GEOCONCRETE	(4/23/2013)/ 12/9/2014	(85/911,917)/ 4,653,652
Geopier Foundation Company, Inc.	GEOPIER GP3	(6/7/2012)/ 4/8/2014	(85/645,742)/ 4,511,426
Geopier Foundation Company, Inc.	GEOPIER IMPACT	(6/7/2012)/ 10/22/2013	(85/645,748)/ 4,422,722
Geopier Foundation Company, Inc.	GEOPIER IS GROUND IMPROVEMENT	(6/7/2012)/ 10/15/2013	(85/645,764)/ 4,419,454
Geopier Foundation Company, Inc.	GEOPIER RAMMED AGGREGATE PIER	(6/7/2012)/ 9/16/2014	(85/645,762)/ 4,605,983
Geopier Foundation Company, Inc.	GEOPIER RAMPACT	(6/7/2012)/ 10/22/2013	(85/645,751)/ 4,422,723
Geopier Foundation Company, Inc.	GEOPIER SRT	(1/23/2014)/ 9/2/2014	(86/173,610)/ 4,596,618
Geopier Foundation Company, Inc.	GEOPIER X1	(5/14/2014)/ 11/3/2015	(86/281,201)/ 4,846,999
Geopier Foundation Company, Inc.	GEOSPIKE	(6/1/2016)/ 2/13/2018	(87/056,299)/ 5,402,408
Geopier Foundation Company, Inc.	GP3	(6/7/2012)/ 4/1/2014	(85/645,775)/ 4,506,154

Geopier Foundation Company, Inc.	GP3 (logo design)	(3/10/2017)/ 8/22/2017	(87/366,983)/ 5,271,348
Geopier Foundation Company, Inc.	IMPACT	(11/5/2008)/ 6/23/2009	(77/607,562)/ 3,642,754
Geopier Foundation Company, Inc.	IMPACT	(7/22/2003)/ 11/15/2005	(78/277,318)/ 3,016,156
Geopier Foundation Company, Inc.	IMPACT (Logo Design)	(3/1/2017)/ 8/22/2017	(87/354,496)/ 5,271,329
Geopier Foundation Company, Inc.	INTERMEDIATE FOUNDATION	(11/10/2008)/ 4/7/2009	(77/611,059)/ 3,604,750
Geopier Foundation Company, Inc.	INTERMEDIATE FOUNDATION	(5/23/2006)/ 7/24/2007	(78/890,066)/ 3,270,605
Geopier Foundation Company, Inc.	INTERMEDIATE FOUNDATION	(3/15/2013)/ 11/26/2013	(85/877,289)/ 4,439,224
Geopier Foundation Company, Inc.	RAMMED AGGREGATE PIER	(3/4/1999)/ 3/12/2002	(75/653,362 (Supplemental Register))/ 2,548,544
Geopier Foundation Company, Inc.	RAMMED AGGREGATE PIER	(9/5/2007)/ 12/22/2009	(77/271,636 (Principal Register))/ 3,727,040
Geopier Foundation Company, Inc.	RAMMED COMPACTION (Supplemental Reg.)	(2/26/2010)/ 3/29/2011	(77/945,807)/ 3,939,266
Geopier Foundation Company, Inc.	RAMMED COMPACTION (Principal Register)	(1/26/2017)/ 9/19/2017	(87/314,258)/ 5,289,901
Geopier Foundation Company, Inc.	RAMPACT	(4/18/2007)/ 9/9/2008	(77/159,535)/ 3,499,706
Geopier Foundation Company, Inc.	RAMPACT (logo design)	(3/1/2017)/ 8/22/2017	(87/354,480)/ 5,271,328
Geopier Foundation Company, Inc.	Single Halfmoon Logo Design	(6/7/2012) 4/22/2014	(85/645,767) 4,518,384
Geopier Foundation Company, Inc.	SlopeDesign	(1/23/2014)/ 8/12/2014	(86/173,622)/ 4,584,488
Geopier Foundation Company, Inc.	SRT	(1/23/2014)/ 8/12/2014	(86/173,616)/ 4,584,487
Geopier Foundation Company, Inc.	Triangle Logo Design	(6/7/2012)/ 1/21/2014	(85/645,771)/ 4,471,693
Geopier Foundation Company, Inc.	X1	(5/14/2014)/ 9/1/2015	(86/281,195)/ 4,805,013
Geopier Foundation Company, Inc.	X1 (I Logo Design)	(5/14/2014)/ 9/1/2015	(86/281,205)/ 4,805,014
Tensar International Corporation	ADD ³ (3 is superscripted)	(9/15/1995) 10/28/1997	(75/976,308)/ 2,110,049
Tensar International Corporation	ARES	(11/27/1996)/ 3/7/2000	(75/205,405)/ 2,327,032
Tensar International Corporation	BX1500	(1/26/2012)/ 9/17/2013	(85/526,128)/ 4,402,388
Tensar International Corporation	BXGRID	(11/29/2016) 11/10/2015	(86/131,776) 4,848,847
Tensar International Corporation	DIMENSION	(5/3/2007)/ 11/27/2007	(77/172,020)/ 3,343,702
Tensar International Corporation	DIMENSION	(4/17/2013)/ 12/3/2013	(85/906,909)/ 4,443,446

Tensar International Corporation	EARTHLOCK	(6/8/2016)/ 8/1/2017	(87/064,733)/ 5,257,580
Tensar International Corporation	GEOHOOP	(6/24/2019)/ 5/19/2020	(88/485,690)/ 6,060,329
Tensar International Corporation	MESA	(8/9/1994)/ 12/10/1996	(74/559,049)/ 2,022,408
Tensar International Corporation	MESA	(5/11/1999)/ 9/12/2000	(75/703,230)/ 2,385,184
Tensar International Corporation	SIERRA	(7/14/1992)/ 2/8/1994	(74/294,234)/ 1,820,338
Tensar International Corporation	SIERRASCAPE	(4/2/2001)/ 9/23/2003	(76/234,047)/ 2,767,443
Tensar International Corporation	SIERRASCAPE	(4/2/2002)/ 11/1/2005	(76/389,835)/ 3,011,723
Tensar International Corporation	SPECTRA	(6/16/1994)/ 1/9/1996	(74/538,603)/ 1,946,375
Tensar International Corporation	SPECTRA M-E	(9/11/2017)/ 6/19/2018	(87/603,697)/ 5,499,548
Tensar International Corporation	SPECTRAPAVE4-PRO	(3/16/2017)/ 10/10/2017	(87/374,451)/ 5,306,225
Tensar International Corporation	TENSARSLOPE	(4/29/2010)/ 11/29/2011	(85/026,577)/ 4,064,152
Tensar International Corporation	TENSARSOIL	(4/29/2010)/ 11/29/2011	(85/026,565)/ 4,064,151
Tensar International Corporation	THE COMPANY YOU CAN BUILD ON	(5/3/2007)/ 3/11/2008	(77/172,035)/ 3,394,327
Tensar International Corporation	TRIAX	(2/21/2007)/ 9/1/2009	(77/112,396)/ 3,676,903
Tensar International Corporation	TRITON	(2/10/1995)/ 2/23/1999	(74/632,368)/ 2,226,410
Tensar International Corporation	TX130S	(3/8/2014)/ 4/28/2015	(86/215,409)/ 4,726,324
Tensar International Corporation	TX140	(3/8/2014)/ 4/28/2015	(86/215,425)/ 4,726,326
Tensar International Corporation	TX160	(9/10/2013)/ 7/1/2014	(86/060,671)/ 4,559,015
Tensar International Corporation	TX190L	(3/8/2014)/ 4/28/2015	(86/215,417)/ 4,726,325
Tensar International Corporation	TX5	(3/8/2014)/ 4/28/2015	(86/215,430)/ 4,726,327
Tensar International Corporation	TX7	(3/8/2014)/ 4/28/2015	(86/215,435)/ 4,726,328
Tensar International Corporation	TX8	(5/18/2017)/ 5/7/2019	(87/455,458)/ 5,746,200

UNITED STATES TRADEMARK APPLICATIONS

Owner	Title	(Filing Date)	(Serial No.)
Tensar International Corporation	MICROCELL	(7/16/2019)	(88/516,414)

Tensar International Corporation	OLYMPIA	(6/29/2020)	(90/026,339)
Tensar International Corporation	PALISADE	(6/24/2019)	(88/485,686)
Tensar International Corporation	SPECTRA	10/5/2019	(88/655,048)
Tensar International Corporation	SPECTRAPAVE	(1/23/2019)	(88/272,866)
Tensar International Corporation	T-ROD	(10/14/2019)	(88/652,861)