

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313943

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tensar International Corporation		07/09/2014	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4402388	BX1500
Registration Number:	3343702	DIMENSION
Registration Number:	4443446	DIMENSION
Registration Number:	3320835	GEOSKIN
Registration Number:	3634636	MULCH & SEED INNOVATIONS, LLC
Registration Number:	4064152	TENSARSLOPE
Registration Number:	4064151	TENSARSOIL
Registration Number:	3394327	THE COMPANY YOU CAN BUILD ON
Registration Number:	3676903	TRIAX
Serial Number:	86060671	TX160
Serial Number:	86215435	TX7
Serial Number:	86215430	TX5
Serial Number:	86215425	TX140
Serial Number:	86215417	TX190L
Serial Number:	86215409	TX130S

CORRESPONDENCE DATA

Fax Number: 7147558290

TRADEMARK

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: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038266-0258

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 08/13/2014

Total Attachments: 10

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 9, 2014 (this "**Second Lien Trademark Security Agreement**"), is made by Geopier Foundation Company Inc., a Georgia corporation, North American Green Inc., an Indiana corporation, Tensar Corporation, LLC (formerly known as The Tensar Corporation), a Georgia limited liability company, 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 Trademark Collateral (as defined below);

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, each Grantor agreed to execute and this Second Lien 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 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 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, fictitious 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 Second Lien Trademark 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 Trademark 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 Trademark 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 TRADEMARK SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS SECOND LIEN TRADEMARK 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 Trademark Security Agreement may be executed by one or more of the parties to this Second Lien 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 Second Lien 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.


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

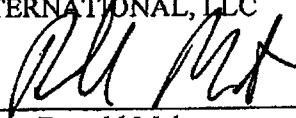
GEOPIER FOUNDATION COMPANY, INC.,
Grantor

By: 
Name: Donald Meltzer
Title: Chief Executive Officer

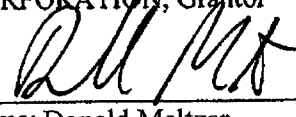
NORTH AMERICAN GREEN, INC., Grantor

By: 
Name: Donald Meltzer
Title: Chief Executive Officer

TENSAR CORPORATION, LLC, Grantor
by its sole member, TENSAR
INTERNATIONAL, LLC

By: 
Name: Donald Meltzer
Title: Chief Executive Officer

TENSAR INTERNATIONAL
CORPORATION, Grantor

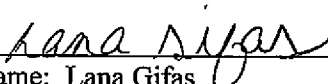
By: 
Name: Donald Meltzer
Title: Chief Executive Officer


[Signature Page to SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005343 FRAME: 0259

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Lana Gifas
Title: Director

By: 
Name: Jennifer Anderson
Title: Associate Director

SCHEDULE A

Name of Debtor/Grantor	Title	Filing Date/ Issued Date	Status	Application/ Registration No.	Jurisdiction
Geopier Foundation Company Inc.	ARMORPACT	(2/23/2011)/ 11/6/2012	Registered	(85/249,091)/ 4,238,355	US
Geopier Foundation Company Inc.	CLAW (logo design)	(6/7/2012)/ 3/4/2014	Registered	(85/645,770)/ 4,491,826	US
Geopier Foundation Company Inc.	DENSIPACT	(7/15/2009)/ 4/19/2011	Registered	(77/781,639)/ 3,948,498	US
Geopier Foundation Company Inc.	GEOPIER SRT	(1/23/2014)	Pending	(86/173,610)	US
Geopier Foundation Company Inc.	GEO-INGENUITY	(11/4/2009)/ 6/22/2010	Registered	(77/864,979)/ 3,806,888	US
Geopier Foundation Company Inc.	GEOPIER	(6/23/1998)/ 9/28/1999	Registered	(75/507,565)/ 2,281,184	US
Geopier Foundation Company Inc.	GEOPIER	(11/5/2008)/ 6/30/2009	Registered	(77/607,588)/ 3,646,509	US
Geopier Foundation Company Inc.	GEOPIER (logo design)	(11/5/2008)/ 9/29/2009	Registered	(77/607,531)/ 3,688,489	US
Geopier Foundation Company Inc.	GEOPIER ARMORPACT	(3/15/2013)/ 2/11/2014	Registered	(85/877,284)/ 4,482,563	US
Geopier Foundation Company Inc.	GEOPIER DENSIPACT	(6/7/2012)/ 11/26/2013	Registered	(85/645,757)/ 4,441,004	US
Geopier Foundation Company Inc.	GEOPIER GP3	(6/7/2012)/ 4/8/2014	Registered	(85/645,742)/ 4,511,426	US
Geopier Foundation Company Inc.	GEOPIER IMPACT	(6/7/2012)/ 10/22/2013	Registered	(85/645,748)/ 4,422,722	US
Geopier Foundation Company Inc.	GEOPIER IS GROUND IMPROVEMENT	(6/7/2012)/ 10/15/2013	Registered	(85/645,764)/ 4,419,454	US
Geopier Foundation Company Inc.	GEOPIER RAMPACT	(6/7/2012)/ 10/22/2013	Registered	(85/645,751)/ 4,422,723	US
Geopier Foundation Company Inc.	GFC (logo design)	(11/5/2008)/ 6/23/2009	Registered	(77/607,576)/ 3,642,756	US
Geopier Foundation Company Inc.	GP3	(6/7/2012)/ 4/1/2014	Registered	(85/645,775)/ 4,506,154	US
Geopier Foundation Company Inc.	HALF MOONS (Logo Design)	(8/6/2010)/ 4/12/2011	Registered	(85/102,078)/ 3,943,769	US

Name of Debtor/Grantor	Title	Filing Date/ Issued Date	Status	Application/ Registration No.	Jurisdiction
Geopier Foundation Company Inc.	HALF MOONS IMPACT (Logo Design)	(8/6/2010)/ 4/12/2011	Registered	(85/102,035)/ 3,943,768	US
Geopier Foundation Company Inc.	IMPACT	(11/5/2008)/ 6/23/2009	Registered	(77/607,562)/ 3,642,754	US
Geopier Foundation Company Inc.	IMPACT	(7/22/2003)/ 11/15/2005	Registered	(78/277,318)/ 3,016,156	US
Geopier Foundation Company Inc.	INTERMEDIATE FOUNDATION	(11/10/2008)/ 4/7/2009	Registered	(77/611,059)/ 3,604,750	US
Geopier Foundation Company Inc.	INTERMEDIATE FOUNDATION	(5/23/2006)/ 7/24/2007	Registered	(78/890,066)/ 3,270,605	US
Geopier Foundation Company Inc.	INTERMEDIATE FOUNDATION	(3/15/2013)/ 11/26/2013	Registered	(85/877,289)/ 4,439,224	US
Geopier Foundation Company Inc.	RAMMED AGGREGATE PIER	(3/4/1999)/ 3/12/2002	Registered	(75/653,362 (Supplemental Register))/ 2,548,544	US
Geopier Foundation Company Inc.	RAMMED AGGREGATE PIER	(9/5/2007)/ 12/22/2009	Registered	(77/271,636 (Principal Register))/ 3,727,040	US
Geopier Foundation Company Inc.	RAMMED COMPACTION	(2/26/2010)/ 3/29/2011	Registered	(77/945,807)/ 3,939,266	US
Geopier Foundation Company Inc.	RAMMED SAND PIER	(9/4/2007)/ 8/26/2008	Registered	(77/271,194 (Supplemental))/ 3,494,248	US
Geopier Foundation Company Inc.	RAMPACT	(4/18/2007)/ 9/9/2008	Registered	(77/159,535)/ 3,499,706	US
Geopier Foundation Company Inc.	SINGLE HALFMOON (logo design)	(6/7/2012) 4/22/2014	Registered	(85/645,767) 4,518,384	US
Geopier Foundation Company Inc.	SLOPE (Design only)	(1/23/2014)	Pending	(86/173,622)	US
Geopier Foundation Company Inc.	SRT	(1/23/2014)	Pending	(86/173,616)	US
Geopier Foundation Company Inc.	TRIANGLE (logo design)	(6/7/2012)/ 1/21/2014	Registered	(85/645,771)/ 4,471,693	US
North American Green Inc.	"E" DESIGN (Yellow)	(11/25/2002)/ 1/18/2005	Registered	(76/471,692)/ 2,920,149	US
North American Green Inc.	3 PHASE	(12/14/1993)/ 10/3/1995	Registered	(74/469,614)/ 1,924,636	US
North American Green Inc.	BIONET	(9/24/1993)/ 2/14/1995	Registered	(74/439,889)/ 1,879,223	US
North American	BIO-SC	(3/19/2009)/	Registered	(77/694,564)/	US

Name of Debtor/Grantor	Title	Filing Date/ Issued Date	Status	Application/ Registration No.	Jurisdiction
Green Inc.		12/28/2010		3,897,729	
North American Green Inc.	BIO-STAKE	(1/27/1997)/ 4/20/1999	Registered	(75/231,600)/ 2,241,076	US
North American Green Inc.	C 350	(12/14/1993)/ 10/31/1995	Registered	(74/469635)/ 1,932,171	US
North American Green Inc.	C125	(1/19/2001)/ 12/4/2001	Registered	(76/196,651)/ 2,515,078	US
North American Green Inc.	ECMDS	(3/2/1998)/ 10/5/1999	Registered	(75/442,767)/ 2,284,067	US
North American Green Inc.	ECO-STAKE	(4/16/1997)/ 10/13/1998	Registered	(75/275,432)/ 2,196,645	US
North American Green Inc.	ERONET	(12/21/2011)/ 5/14/2013	Registered	(85/500,689)/ 4,335,814	US
North American Green Inc.	EXTREME SLOPE MATRIX	(8/26/2008)/ 12/7/2010	Registered	(77/556,165)/ 3,886,820	US
North American Green Inc.	HYDRACM	(8/26/2008)/ 5/17/2011	Registered	(77/555,813)/ 3,962,202	US
North American Green Inc.	HYDRACX2	(4/20/2007)/ 7/7/2009	Registered	(77/161,934)/ 3,651,723	US
North American Green Inc.	HYDRAMATRICX	(4/20/2007)/ 1/19/2010	Registered	(77/161,927)/ 3,740,373	US
North American Green Inc.	NORTH AMERICAN GREEN	(10/11/1985)/ 9/9/1986	Registered	(73/562,759)/ 1,408,515	US
North American Green Inc.	NORTH AMERICAN GREEN LOGO	(10/11/1985)/ 10/21/1986	Registered	(73/562,910)/ 1,414,239	US
North American Green Inc.	P300	(1/19/2001)/ 10/9/2001	Registered	(76/195,940)/ 2,496,363	US
North American Green Inc.	P550	(7/20/2001)/ 6/25/2002	Registered	(76/288,372)/ 2,585,138	US
North American Green Inc.	S150	(1/19/2001)/ 10/23/2001	Registered	(76/196,822)/ 2,500,450	US
North American Green Inc.	S75	(1/19/2001)/ 10/23/2001	Registered	(76/196,821)/ 2,500,449	US
North American Green Inc.	SC150	(1/19/2001)/ 10/9/2001	Registered	(76/195,939)/ 2,496,362	US
North American Green Inc.	SC250	(7/19/2001)/ 6/25/2002	Registered	(76/286,717)/ 2,585,130	US
North American Green Inc.	SEDIMENTSTOP	(12/31/2002)/ 7/13/2004	Registered	(78/198,960)/ 2,863,721	US
North American Green Inc.	SHOREMAX	(6/8/2009)/ 5/18/2010	Registered	(77/754,445)/ 3,791,396	US
North American Green Inc.	STEEP SLOPE MATRIX	(8/26/2008)/ 1/4/2011	Registered	(77/556,179)/ 3,901,066	US
North American Green Inc.	VMAX	(12/21/2011)/ 5/14/2013	Registered	(85/500,716)/ 4,335,815	US
North American Green Inc.	VMAX3	(1/14/2002)/ 10/15/2002	Registered	(76/358,498)/ 2,635,120	US
North American Green Inc.	VMAX3 Logo	(2/26/2001)/ 11/25/2003	Registered	(76/215,261)/ 2,786,966	US
Tensar Corporation, LLC	ADD ³ (3 is superscripted)	(9/15/1995) 10/28/1997	Registered	(75/976,308)/ 2,110,049	US
Tensar	ARES	(11/27/1996)/	Registered	(75/205,405)/	US

Name of Debtor/Grantor	Title	Filing Date/ Issued Date	Status	Application/ Registration No.	Jurisdiction
Corporation, LLC		3/7/2000		2,327,032	
Tensar Corporation, LLC	MESA	(8/9/1994)/ 12/10/1996	Registered	(74/559,049)/ 2,022,408	US
Tensar Corporation, LLC	MESA	(5/11/1999)/ 9/12/2000	Registered	(75/703,230)/ 2,385,184	US
Tensar Corporation, LLC	SIERRA	(7/14/1992)/ 2/8/1994	Registered	(74/294,234)/ 1,820,338	US
Tensar Corporation, LLC	SIERRASCAPE	(4/2/2001)/ 9/23/2003	Registered	(76/234,047)/ 2,767,443	US
Tensar Corporation, LLC	SIERRASCAPE	(4/2/2002)/ 11/1/2005	Registered	(76/389,835)/ 3,011,723	US
Tensar Corporation, LLC	SPECTRA	(6/16/1994)/ 1/9/1996	Registered	(74/538,603)/ 1,946,375	US
Tensar Corporation, LLC	SPECTRA PAVEMENT SYSTEMS	(6/7/1994)/ 10/17/1995	Registered	(74/534,686)/ 1,927,478	US
Tensar Corporation, LLC	TRITON	(2/10/1995)/ 2/23/1999	Registered	(74/632,368)/ 2,226,410	US
Tensar International Corporation	BX1500	(1/26/2012)/ 9/17/2013	Registered	(85/526,128)/ 4,402,388	US
Tensar International Corporation	DIMENSION	(5/3/2007)/ 11/27/2007	Registered	(77/172,020)/ 3,343,702	US
Tensar International Corporation	DIMENSION	(4/17/2013)/ 12/3/2013	Registered	(85/906,909)/ 4,443,446	US
Tensar International Corporation	GEOSKIN	(12/20/2005)/ 10/23/2007	Registered	(78/777,260)/ 3,320,835	US
Tensar International Corporation	MULCH AND SEED INNOVATIONS	(10/28/2008)/ 6/9/2009	Registered	(77/602,160)/ 3,634,636	US
Tensar International Corporation	TX160	(9/10/2013)	Pending	(86060671)	US
Tensar International Corporation	TX7	(3/8/2014)	Pending	(86215435)	US
Tensar International Corporation	TX5	(3/8/2014)	Pending	(86215430)	US
Tensar International Corporation	TX140	(3/8/2014)	Pending	(86215425)	US
Tensar International Corporation	TX190L	(3/8/2014)	Pending	(86215417)	US
Tensar International Corporation	TX130S	(3/8/2014)	Pending	(86215409)	US
Tensar International Corporation	TENSARSLOPE	(4/29/2010)/ 11/29/2011	Registered	(85/026,577)/ 4,064,152	US

Name of Debtor/Grantor	Title	Filing Date/ Issued Date	Status	Application/ Registration No.	Jurisdiction
Tensar International Corporation	TENSARSOIL	(4/29/2010)/ 11/29/2011	Registered	(85/026,565)/ 4,064,151	US
Tensar International Corporation	THE COMPANY YOU CAN BUILD ON	(5/3/2007)/ 3/11/2008	Registered	(77/172,035)/ 3,394,327	US
Tensar International Corporation	TRIAx	(2/21/2007)/ 9/1/2009	Registered	(77/112,396)/ 3,676,903	US
Tensar International Corporation	TX160	(9/10/2013)	Pending	(86/060,671)	US