

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5149645

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST (TERM LOAN B)	
CONVEYING PARTY DATA		
	Name	Execution Date
	LONGYEAR TM, INC.	09/19/2018
RECEIVING PARTY DATA		
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION	
Street Address:	50 SOUTH SIXTH ST., SUITE 1290	
City:	MINNEAPOLIS	
State/Country:	MINNESOTA	
Postal Code:	55402	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	9540883	
Patent Number:	9546524	
Patent Number:	9637980	
Application Number:	15965243	
Application Number:	16017334	
CORRESPONDENCE DATA		
Fax Number:		
<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:	7043778156	
Email:	JCarusone@robinsonbradshaw.com	
Correspondent Name:	JENNIFER CARUSONE	
Address Line 1:	101 N. TRYON ST., STE 1900	
Address Line 2:	ROBINSON, BRADSHAW & HINSON, P.A.	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28246	
ATTORNEY DOCKET NUMBER:	19133.00050 TERM LOAN B	
NAME OF SUBMITTER:	JENNIFER CARUSONE	
SIGNATURE:	/Jennifer Carusone/	
DATE SIGNED:	09/20/2018	
Total Attachments: 4		

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Patent Security Agreement

This Patent Security Agreement, dated as of September 19, 2018, is made by Longyear TM, Inc. (the "Grantor"), in favor of Wilmington Trust, National Association, in its capacity as collateral agent pursuant to the Term Loan B Securities Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantor is party to a U.S. Security and Pledge Agreement dated as of October 22, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Term Loan B Securities Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor (other than Excluded Assets), which shall include:

- (a) all Patents listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

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 pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

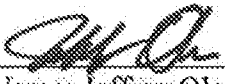
SECTION 5. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to Wilmington Trust, National Association, as Collateral Agent, pursuant to this Patent Security Agreement and the exercise of

any right or remedy by Wilmington Trust, National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Longyear TM, Inc.

By: 
Name: Jeffrey Olsen
Title: Secretary

Schedule I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patents

<u>Patent No.</u>	<u>Country</u>	<u>Title</u>	<u>Serial No.</u>	<u>Owner</u>	<u>Issue Date</u>
9,540,883	U.S.	Fiber-Containing Diamond-Impregnated Cutting Tools and Methods of Forming and Using Same		Longyear TM, Inc.	01-Jan-17
9,546,524	U.S.	Handling And Recovery Devices For Tubular Members And Associated Methods		Longyear TM, Inc.	01-Jan-17
9,637,980	U.S.	Diamond Impregnated Bit With Aggressive Face Profile		Longyear TM, Inc.	02-May-17

Patent Applications

<u>Patent Serial No.</u>	<u>Country</u>	<u>Title</u>	<u>Owner</u>	<u>Application Filing Date</u>
15/965,243	U.S.	No-Waterway of Single Waterway Drill Bits and Systems and Methods for Using Same	Longyear TM, Inc.	27-Apr-18
16/017,334	U.S.	Core Barrel Head Assembly with an Integrated Sample Orientation Tool and System for Using Same	Longyear TM, Inc. and Globaltech	25-Jun-18

Provisional Patent Applications

<u>Patent Serial No.</u>	<u>Country</u>	<u>Title</u>	<u>Owner</u>	<u>Application Filing Date</u>
None.				

PCT Patent Applications

<u>Patent Serial No.</u>	<u>PCT Filing Date</u>	<u>Title</u>	<u>Owner</u>	<u>30 Mo. Natl Date</u>
None.				