

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678427

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION, as collateral agent		09/23/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Longyear TM, Inc.
Street Address:	2570 West 1700 South
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84104
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	5019418	MINISONIC
Registration Number:	5434215	TRUSCAN
Registration Number:	5419579	FREEDOM
Registration Number:	5360252	TRUCORE
Registration Number:	6126256	TRUCORE UPIX
Serial Number:	78193829	ALPHA BIT
Serial Number:	78881735	ALPHABIT
Serial Number:	77652848	BOART LONGYEAR
Serial Number:	77652853	BOART LONGYEAR
Serial Number:	75201930	BOART LONGYEAR
Serial Number:	77651152	BOART LONGYEAR
Serial Number:	77651157	BOART LONGYEAR
Serial Number:	77651344	BOART LONGYEAR
Serial Number:	77651281	BOART LONGYEAR
Serial Number:	75305358	
Serial Number:	77655751	
Serial Number:	77655754	
Serial Number:	77557251	DELTABASE

CH \$1465.00 5019418

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77604953	EKLUND
Serial Number:	77528933	GROUTMASTER
Serial Number:	75460833	LASEROD
Serial Number:	77512545	LF
Serial Number:	85397836	LIGHTNING ROD
Serial Number:	77512551	LM
Serial Number:	72211736	LONGYEAR
Serial Number:	77166738	LONGYEAR
Serial Number:	71674521	LONGYEAR
Serial Number:	77650490	MASTERLINK
Serial Number:	85313319	MKII
Serial Number:	76575649	NITRO-CHUCK
Serial Number:	75898243	PROSONIC
Serial Number:	72379666	Q
Serial Number:	77287808	QUICK DESCENT
Serial Number:	75834299	RQ
Serial Number:	75368027	SECAN
Serial Number:	77218679	STAGE
Serial Number:	77512389	STOPEMASTER
Serial Number:	77512379	STOPEMATE
Serial Number:	78965326	TRUSONIC
Serial Number:	77125354	
Serial Number:	77656458	
Serial Number:	85166806	ULTRAMATRIX
Serial Number:	85313150	UMX
Serial Number:	77183218	V-WALL
Serial Number:	85908183	
Serial Number:	85905876	ONE SOURCE
Serial Number:	85331194	RST
Serial Number:	86245940	TRUCORE
Serial Number:	86523165	MINISONIC
Serial Number:	86708183	TRUPROBE
Serial Number:	87193734	TRULOG
Serial Number:	88080032	DRIFTMASTER
Serial Number:	88080006	LONGYEAR
Serial Number:	88080044	XQ
Serial Number:	88096028	TRUSHOT
Serial Number:	88628679	TRUCORE UPIX

Property Type	Number	Word Mark
Serial Number:	90452270	TRUSTRUCTURE
Serial Number:	90452265	TRUVISION

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 2125305243

Email: dcip@milbank.com, ehyla@milbank.com

Correspondent Name: Eric Hyla, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER: 42910.00000

NAME OF SUBMITTER: Eric Hyla

SIGNATURE: /Eric Hyla/

DATE SIGNED: 10/01/2021

Total Attachments: 80

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OMNIBUS RELEASE OF SECURITY INTERESTS IN TRADEMARK COLLATERAL

This **OMNIBUS RELEASE OF SECURITY INTERESTS IN TRADEMARK COLLATERAL** (this “Release”) is made as of September 23, 2021 by U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the U.S. Security and Pledge Agreement (the “Collateral Agent”), in favor of LONGYEAR TM, INC. (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in each Trademark Security Agreement on Schedule A attached hereto as Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, and Exhibit I, Exhibit J, and Exhibit K (with respect to the release of the liens and security interests granted in such Trademark Security Agreement), or if not defined therein, in the Security Agreement (defined below).

WHEREAS, the Grantor was or is a party to that certain (i) Indenture, dated as of September 27, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), among inter alios Boart Longyear Management Pty Limited, (ABN 38 123 283 545), a corporation incorporated under the laws of the Commonwealth of Australia (the “Issuer”), the Guarantors (as defined therein), and the Collateral Agent, and (ii) U.S. Security and Pledge Agreement, dated as of September 27, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Issuer, Boart Longyear Limited (ABN 49 123 52 728), a corporation incorporated under the laws of the Commonwealth of Australia (the “Parent”), the other parties thereto from time to time, and the Collateral Agent, pursuant to which the Grantor has executed and delivered each of the Trademark Security Agreements listed on Schedule A attached hereto;

WHEREAS, pursuant to the Security Agreement and each Trademark Security Agreement, Grantor pledged and granted 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 the Collateral of such Grantor, including each trademark and trademark application listed in each of the Trademark Security Agreements listed on Schedule A, all goodwill associated with such Trademarks, and all Proceeds of any and all of the foregoing (the “Trademark Collateral”);

WHEREAS, the Indenture has terminated pursuant to the Secured Creditors’ Scheme of Arrangement and Unsecured Creditor’s Scheme of Arrangement approved by the Supreme Court of New South Wales in Sydney, Australia;

WHEREAS, as a result of such termination, the Grantor has requested that the Collateral Agent terminate, release and discharge fully its liens on and security interests in all right, title and interest of such Grantor in, to and under the Trademark Collateral, and execute a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its liens on and security interests in the Trademark Collateral as herein provided.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without representation or warranty of any kind, hereby releases, relinquishes and discharges, with respect to the Grantor, all of its liens on and security interests in and to all of the Grantor’s right, title, and interest in, to and under the Trademark Collateral, and re-assigns to the Grantor any and all right, title or interest it may have in such Trademark Collateral for each of the Trademark Security Agreements on Schedule A.

The Collateral Agent hereby authorizes the Grantor, or the Grantor's authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Collateral Agent agrees to execute and deliver to the Grantor other instruments and other documents (each in such form as prepared by the Grantor and reasonably satisfactory to the Collateral Agent), and do all further acts which the Grantor (or its agents or designees) reasonably request, at the Grantor's sole cost and expense, as may be necessary to release the liens on and security interests in the Trademark Collateral which had been granted under each of the Trademark Security Agreements listed on Schedule A.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____


Name: Mary Ambriz-Reyes

Title: Vice President

[Signature Page to Release of Security Interest in Trademark Collateral (Indenture)]

TRADEMARK
REEL: 007439 FRAME: 0897

SCHEDULE A

1. Trademark Security Agreement, dated as of September 27, 2013, recorded with the United States Patent and Trademark Office at Reel 5119, Frame 0198 on September 27, 2013;
2. Trademark Security Agreement, dated as of April 29, 2014 recorded with the United States Patent and Trademark Office at Reel 5273, Frame 0605 on May 5, 2014
3. Trademark Security Agreement, dated as of April 29, 2015, recorded with the United States Patent and Trademark Office at Reel 5833, Frame 0487 on July 13, 2016;
4. Trademark Security Agreement, dated as of November 13, 2015, recorded with the United States Patent and Trademark Office at Reel 5668, Frame 0841 on November 16, 2015;
5. Trademark Security Agreement, executed on November 14, 2016, recorded with the United States Patent and Trademark Office at Reel 5920, Frame 0974 on November 15, 2016;
6. Trademark Security Agreement, dated as of April 30, 2018, recorded with the United States Patent and Trademark Office at Reel 6323, Frame 0888 on May 1, 2018;
7. Trademark Security Agreement, dated as of September 19, 2018, recorded with the United States Patent and Trademark Office at Reel 6441, Frame 0507 on September 20, 2018;
8. Trademark Security Agreement, dated as of April 30, 2019, recorded with the United States Patent and Trademark Office at Reel 6659, Frame 0175 on June 3, 2019;
9. Trademark Security Agreement, dated as of November 14, 2019, recorded with the United States Patent and Trademark Office at Reel 6799, Frame 0721 on November 20, 2019;
10. Trademark Security Agreement, dated as of February 5, 2021, recorded with the United States Patent and Trademark Office at Reel 7182, Frame 0590 on February 5, 2021; and
11. Trademark Security Agreement, dated as of May 4, 2021, recorded with the United States Patent and Trademark Office at Reel 7284, Frame 0016 on May 13, 2021.

Exhibit A

Trademark Security Agreement, dated as of September 27, 2013

(Reel 5119, Frame 0198)

[Attached]

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		09/27/2013	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as collateral agent
Street Address:	170 South Main Street, Suite 200
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84101
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Serial Number:	78193829	ALPHA BIT
Serial Number:	78881735	ALPHABIT
Serial Number:	77652848	BOART LONGYEAR
Serial Number:	77652853	BOART LONGYEAR
Serial Number:	75201930	BOART LONGYEAR
Serial Number:	77651152	BOART LONGYEAR
Serial Number:	77651157	BOART LONGYEAR
Serial Number:	77651344	BOART LONGYEAR
Serial Number:	77651281	BOART LONGYEAR
Serial Number:	75305358	
Serial Number:	77655751	
Serial Number:	77655754	
Serial Number:	77557251	DELTABASE
Serial Number:	77604953	EKLUND

OP \$1065.00 78193829

Serial Number:	77528933	GROUTMASTER
Serial Number:	75460833	LASEROD
Serial Number:	77512545	LF
Serial Number:	85397836	LIGHTNING ROD
Serial Number:	77512551	LM
Serial Number:	72211736	LONGYEAR
Serial Number:	77166738	LONGYEAR
Serial Number:	71674521	LONGYEAR
Serial Number:	77650490	MASTERLINK
Serial Number:	85313319	MKII
Serial Number:	76575649	NITRO-CHUCK
Serial Number:	75898243	PROSONIC
Serial Number:	72379666	Q
Serial Number:	77287808	QUICK DESCENT
Serial Number:	75834299	RQ
Serial Number:	75368027	SECAN
Serial Number:	77218679	STAGE
Serial Number:	77512389	STOPEMASTER
Serial Number:	77512379	STOPEMATE
Serial Number:	78965326	TRUSONIC
Serial Number:	77125354	
Serial Number:	77656458	
Serial Number:	85166806	ULTRAMATRIX
Serial Number:	85313150	UMX
Serial Number:	77183218	V-WALL
Serial Number:	85908183	
Serial Number:	85905876	ONE SOURCE
Serial Number:	85331194	RST

CORRESPONDENCE DATA

Fax Number: 8005431983

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-701-3365

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: c/o Cahill Gordon & Reindel LLP

TRADEMARK
REEL: 005119 FRAME: 0199
TRADEMARK
REEL: 007439 FRAME: 0901

Address Line 2: 80 Pine Street
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/Michael Barys TR/
Date:	09/27/2013

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of September 27, 2013, by Longyear TM, Inc. (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a U.S. Security and Pledge Agreement of even date herewith (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 Trademark 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 Indenture, 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 Trademark Collateral. Each 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 such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

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 pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark 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. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

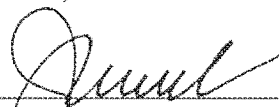
SECTION 6. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to U.S. Bank National Association, as Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by U.S. Bank National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as the Bank Collateral Agent, U.S. Bank National Association, as Trustee and as Notes Collateral Agent, and acknowledged and consented to by the Grantor (as defined in the Intercreditor Agreement) from time to time party thereto. 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, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LONGYEAR TM, INC.

By: 
Name: Frank Jamieson Clement
Title: Treasurer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Brandon Elzinga
Title: Vice President

[Boart Longyear U.S. Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 003439 FRAME: 0206

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Longyear TM, Inc.	78/193,829	ALPHA BIT
Longyear TM, Inc.	78/881,735	ALPHA BIT
Longyear TM, Inc.	77/652,848	BOART LONGYEAR
Longyear TM, Inc.	77/652,853	BOART LONGYEAR
Longyear TM, Inc.	75/201,930	BOART LONGYEAR
Longyear TM, Inc.	77/651,152	BOART LONGYEAR (Stylized - Double Stack)
Longyear TM, Inc.	77/651,157	BOART LONGYEAR (Stylized - Double Stack)
Longyear TM, Inc.	77/651,344	BOART LONGYEAR (Stylized - Single Stack)
Longyear TM, Inc.	77/651,281	BOART LONGYEAR (Stylized - Triple Stack)
Longyear TM, Inc.	75/305,358	CIRCULAR SYMBOL DEVICE
Longyear TM, Inc.	77/655,751	CIRCULAR SYMBOL DEVICE
Longyear TM, Inc.	77/655,754	CIRCULAR SYMBOL DEVICE
Longyear TM, Inc.	77/557,251	DELTABASE
Longyear TM, Inc.	77/604,953	EKLUND
Longyear TM, Inc.	77/528,933	GROUTMASTER
Longyear TM, Inc.	75/460,833	LASEROD
Longyear TM, Inc.	77/512,545	LF
Longyear TM, Inc.	85/397,836	LIGHTNING ROD
Longyear TM, Inc.	77/512,551	LM
Longyear TM, Inc.	72/211,736	LONGYEAR
Longyear TM, Inc.	77/166,738	LONGYEAR
Longyear TM, Inc.	71/674,521	LONGYEAR
Longyear TM, Inc.	77/650,490	MASTERLINK
Longyear TM, Inc.	85/313,319	MKII
Longyear TM, Inc.	76/575,649	NITRO-CHUCK
Longyear TM, Inc.	75/898,243	PROSONIC
Longyear TM, Inc.	72/379,666	Q
Longyear TM, Inc.	77/287,808	QUICK DESCENT
Longyear TM, Inc.	75/834,299	RQ
Longyear TM, Inc.	75/368,027	SECAN
Longyear TM, Inc.	77/218,679	STAGE
Longyear TM, Inc.	77/512,389	STOPEMASTER
Longyear TM, Inc.	77/512,379	STOPEMATE
Longyear TM, Inc.	78/965,326	TRU SONIC
Longyear TM, Inc.	77/125,354	TWO BAR LOGO (w/color)
Longyear TM, Inc.	77/656,458	TWO BAR LOGO (w/color)
Longyear TM, Inc.	85/166,806	ULTRAMATRIX
Longyear TM, Inc.	85/313,150	UMX
Longyear TM, Inc.	77/183,218	V-WALL

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Longyear TM, Inc.	85/908,183	CIRCULAR SYMBOL DEVICE
Longyear TM, Inc.	85/905,876	ONE SOURCE
Longyear TM, Inc.	85/331,194	RST

Exhibit B

Trademark Security Agreement, dated as of April 29, 2014

(Reel 5273, Frame 0605)

[Attached]

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		04/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	170 S Main		
Internal Address:	Suite 200		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86245940	TRUCORE	
CORRESPONDENCE DATA			
Fax Number:	7043393470		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-377-8170		
Email:	ecampbell@rbh.com		
Correspondent Name:	Elizabeth campbell		
Address Line 1:	101 N. Tryon street		
Address Line 2:	Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
ATTORNEY DOCKET NUMBER:	19133.00049		
NAME OF SUBMITTER:	Elizabeth Campbell		
SIGNATURE:	/Elizabeth Campbell/		
DATE SIGNED:	05/05/2014		
Total Attachments: 5			
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OP \$40.00 86245940

Trademark Security Agreement

Trademark Security Agreement, dated as of April 29, 2014 by LONGYEAR TM, INC. (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a U.S. Security and Pledge Agreement dated as of September 27, 2013 (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 Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Trademark 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:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

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 pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark 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. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge,

grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to U.S. Bank National Association, as Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by U.S. Bank National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as the Bank Collateral Agent, U.S. Bank National Association, as Trustee and as Notes Collateral Agent, and acknowledged and consented to by the Grantor (as defined in the Intercreditor Agreement) from time to time party thereto. 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LONGYEAR TM, INC.

By: 
Name: Fabrizio R. Rasetti
Title: President

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name:
Title:

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

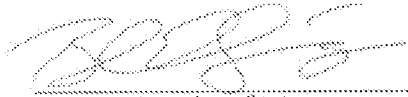
Very truly yours,

LONGYEAR TM, INC.

By: _____
Name: Fabrizio R. Rasetti
Title: President

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____
Name: Brandon George
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Longyear TM, Inc.	86/245,940	TRUCORE

Exhibit C

Trademark Security Agreement, dated as of April 29, 2015

(Reel 5833, Frame 0487)

[Attached]

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		04/29/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	170 SOUTH MAIN STREET, SUITE 200		
City:	SALT LAKE CITY		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	National Banking Association: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86523165	MINISONIC	
CORRESPONDENCE DATA			
Fax Number:	7043778156		
<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@rbh.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon Street, Suite 1900		
Address Line 2:	Robinson, Bradshaw and Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	07/13/2016		
Total Attachments: 4			
source=Longyear TM - U.S. Bank April 29 2015 US TM Security Agreement#page1.tif			
source=Longyear TM - U.S. Bank April 29 2015 US TM Security Agreement#page2.tif			
source=Longyear TM - U.S. Bank April 29 2015 US TM Security Agreement#page3.tif			
source=Longyear TM - U.S. Bank April 29 2015 US TM Security Agreement#page4.tif			

CH \$40.00 86523165

Trademark Security Agreement

Trademark Security Agreement, dated as of April 29, 2015 by LONGYEAR TM, INC. (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a U.S. Security and Pledge Agreement dated as of September 27, 2013 (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 Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Trademark 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:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

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 pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark 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. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

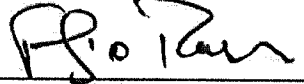
SECTION 6. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to U.S. Bank National Association, as Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by U.S. Bank National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as the Bank Collateral Agent, U.S. Bank National Association, as Trustee and as Notes Collateral Agent, and acknowledged and consented to by the Grantor (as defined in the Intercreditor Agreement) from time to time party thereto. 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LONGYEAR TM, INC.



Name: Fabrizio R. Rasetti

Title: President

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to April 2015 U.S. Trademark Security Agreement]

6919515

TRADEMARK
REEL: 007439 FRAME: 0921

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Longyear TM, Inc.	86/523,165	MINISONIC

Exhibit D

Trademark Security Agreement, dated as of November 13, 2015

(Reel 5668, Frame 0841)

[Attached]

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		11/13/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	170 South Main Street, Suite 200		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86708183	TRUPROBE	
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@rbh.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon Street, Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
ATTORNEY DOCKET NUMBER:	19133.00050		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	11/16/2015		
Total Attachments: 4			
source=Longyear TM, Inc._US BANK_Nov. 13, 2015 TM Sec.Agmt#page1.tif			
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CH \$40.00 86708183

Trademark Security Agreement

Trademark Security Agreement, dated as of November 13, 2015 by LONGYEAR TM, INC. (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a U.S. Security and Pledge Agreement dated as of September 27, 2013 (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 Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Trademark 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:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

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 pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark 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. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

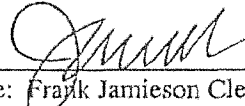
SECTION 6. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to U.S. Bank National Association, as Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by U.S. Bank National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as the Bank Collateral Agent, U.S. Bank National Association, as Trustee and as Notes Collateral Agent, and acknowledged and consented to by the Grantor (as defined in the Intercreditor Agreement) from time to time party thereto. 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LONGYEAR TM, INC.

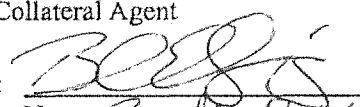


Name: Frank Jamieson Clement
Title: Treasurer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By:



Name: Brandon Litz
Title: V.P.

[U.S. Trademark Security Agreement--10% Senior Secured Notes due 2018]

TRADEMARK
REEL: 007439 FRAME: 0927

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Trademarks

<u>Registratn No.</u>	<u>Country</u>	<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registratn Date</u>
---------------------------	----------------	-------------	--------------	-------------------	--------------------	----------------------------

Trademark Applications

<u>Serial No.</u>	<u>Countries</u>	<u>Mark</u>	<u>Status</u>	<u>Current Owner</u>	<u>Date of Application</u>
86/708,183	US	TRUPROBE	PENDING	Longyear TM, Inc.	29-Jul-15

Exhibit E

Trademark Security Agreement, executed on November 14, 2016

(Reel 5920, Frame 0974)

[Attached]

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		11/14/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	170 South Main St., Suite 200		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5019418	MINISONIC	
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., Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	11/15/2016		
Total Attachments: 4			
source=Nov. 14. 2016. - Longyear TM Inc - U.S. Bank - US TM Security Agreement#page1.tif			
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source=Nov. 14. 2016. - Longyear TM Inc - U.S. Bank - US TM Security Agreement#page3.tif			
source=Nov. 14. 2016. - Longyear TM Inc - U.S. Bank - US TM Security Agreement#page4.tif			

CH \$40.00 5019418

Trademark Security Agreement

Trademark Security Agreement, dated as of _____, 2016 by LONGYEAR TM, INC. (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a U.S. Security and Pledge Agreement dated as of September 27, 2013 (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 Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Trademark 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:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

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 pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark 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. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

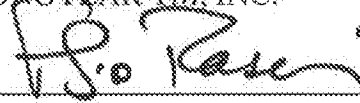
SECTION 6. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to U.S. Bank National Association, as Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by U.S. Bank National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as the Bank Collateral Agent, U.S. Bank National Association, as Trustee and as Notes Collateral Agent, and acknowledged and consented to by the Grantor (as defined in the Intercreditor Agreement) from time to time party thereto. 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LONGYEAR TM, INC.



Name: Fabrizio R. Rasetti

Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Trademarks

<u>Registratn No.</u>	<u>Country</u>	<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registratn Date</u>
5,019,418	US	MINISONIC	Longyear TM, Inc.	86/523,165	4/26/2005	8/9/2016

Exhibit F

Trademark Security Agreement, dated as of April 30, 2018

(Reel 6323, Frame 0888)

[Attached]

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		04/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	170 SOUTH MAIN ST., SUITE 200		
City:	SALT LAKE CITY		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5434215	TRUSCAN	
Registration Number:	5419579	FREEDOM	
Serial Number:	87193734	TRULOG	
CORRESPONDENCE DATA			
Fax Number:	7043784000		
<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 Street, Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	05/01/2018		
Total Attachments: 4			
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source=10791336_v1_Boart_Secured Notes_US Trademark Security Agreement--April 2018#page2.tif			
source=10791336_v1_Boart_Secured Notes_US Trademark Security Agreement--April 2018#page3.tif			

CH \$90.00 5434215

Trademark Security Agreement

Trademark Security Agreement, dated as of April 30, 2018 by LONGYEAR TM, INC. (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a U.S. Security and Pledge Agreement dated as of September 27, 2013 (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 Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Trademark 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:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

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 pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark 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. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

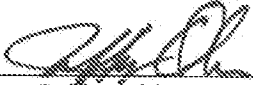
SECTION 6. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to U.S. Bank National Association, as Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by U.S. Bank National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as the Bank Collateral Agent, U.S. Bank National Association, as Trustee and as Notes Collateral Agent, and acknowledged and consented to by the Grantor (as defined in the Intercreditor Agreement) from time to time party thereto. 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LONGYEAR TM, INC.

By: 
Name: Jeffery Olsen
Title: Secretary

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Trademarks

<u>Registration No.</u>	<u>Country</u>	<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
5434215	US	TRUSCAN	Longyear TM, Inc.	87/193,722	05-Oct-16	21-Feb-17
5419579	US	FREEDOM	Longyear TM, Inc.	87/315,094	26-Jan-17	06-Mar-18

Trademark Applications

<u>Serial No.</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>Owner</u>	<u>Filing Date</u>
87/193,734	US	TRULOG	PENDING	Longyear TM, Inc.	05-Oct-16

Exhibit G

Trademark Security Agreement, dated as of September 19, 2018

(Reel 6441, Frame 0507)

[Attached]

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		09/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	170 SOUTH MAIN ST., SUITE 200		
City:	SALT LAKE CITY		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5360252	TRUCORE	
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., Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	09/20/2018		
Total Attachments: 4			
source=Sep. 2018_Longyear TM Inc._US Bank_Trademark Security Agreement#page1.tif			
source=Sep. 2018_Longyear TM Inc._US Bank_Trademark Security Agreement#page2.tif			
source=Sep. 2018_Longyear TM Inc._US Bank_Trademark Security Agreement#page3.tif			
source=Sep. 2018_Longyear TM Inc._US Bank_Trademark Security Agreement#page4.tif			

CH \$40.00 5360252

Trademark Security Agreement

Trademark Security Agreement, dated as of September 19, 2018 by LONGYEAR TM, INC. (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a U.S. Security and Pledge Agreement dated as of September 27, 2013 (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 Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Trademark 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:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

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 pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark 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. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to U.S. Bank National Association, as Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by U.S. Bank National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as the Bank Collateral Agent, U.S. Bank National Association, as Trustee and as Notes Collateral Agent, and acknowledged and consented to by the Grantor (as defined in the Intercreditor Agreement) from time to time party thereto. 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LONGYEAR TM, INC.

By: 

Name: Jeffery Olsen

Title: Secretary

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Trademarks

<u>Registration No.</u>	<u>Country</u>	<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
5,360,252	U.S.	TRUCORE	Longyear TM, Inc.	86/245,940	8-Apr-14	09-Dec-17

Trademark Applications

Serial No. Country Mark Status Owner Filing Date

None.

Exhibit H

Trademark Security Agreement, dated as of April 30, 2019

(Reel 6659, Frame 0175)

[Attached]

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525967

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900498558		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		04/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	170 SOUTH MAIN ST., STE 200		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88080032	DRIFTMASTER	
Serial Number:	88080006	LONGYEAR	
Serial Number:	88080044	XQ	
Serial Number:	88096028	TRUSHOT	
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., Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
ATTORNEY DOCKET NUMBER:	19133.00049		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	06/03/2019		

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of April 30, 2019 by LONGYEAR TM, INC. (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a U.S. Security and Pledge Agreement dated as of September 27, 2013 (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 Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Trademark 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:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

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 pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark 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. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to U.S. Bank National Association, as Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by U.S. Bank National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as the Bank Collateral Agent, U.S. Bank National Association, as Trustee and as Notes Collateral Agent, and acknowledged and consented to by the Grantor (as defined in the Intercreditor Agreement) from time to time party thereto. 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LONGYEAR TM, INC.

By:  _____

Name: Jeffrey Olsen

Title: Secretary

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Trademarks

None.

Trademark Applications

Mark	Country	Owner	Serial No.	Filing Date
DRIFTMASTER	US	Longyear TM, Inc.	88080032	Aug. 15, 2018
LONGYEAR	US	Longyear TM, Inc.	88080006	Aug. 15, 2018
QX	US	Longyear TM, Inc.	88080044	Aug. 15, 2018
TRUSHOT	US	Longyear TM, Inc.	88096028	Aug. 28, 2018



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

May 21, 2019

PTAS

JENNIFER CARUSONE
101 N. TRYON ST., SUITE 1900
ROBINSON, BRADSHAW & HINSON, P.A.
CHARLOTTE, NC 28246



900498558

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. Receiving party name is inconsistent with submitted document. The execution date is also inconsistent with document submitted. The document has 05/14/2019

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Thursday, June 20, 2019**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900498558

Access Code: 2HPDNYLXRXTFPA6

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LAWANDA MILTON
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

Exhibit I

Trademark Security Agreement, dated as of November 14, 2019

(Reel 6799, Frame 0721)

[Attached]

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		11/14/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	170 SOUTH MAIN ST., STE 200		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88628679	TRUCORE UPIX	
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 Street, Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	11/20/2019		
Total Attachments: 4			
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source=Boart_Secured Notes_US Trademark Security Agreement (Nov. 2019)#page2.tif			
source=Boart_Secured Notes_US Trademark Security Agreement (Nov. 2019)#page3.tif			
source=Boart_Secured Notes_US Trademark Security Agreement (Nov. 2019)#page4.tif			

CH \$40.00 88628679

Trademark Security Agreement

Trademark Security Agreement, dated as of November 14, 2019 by LONGYEAR TM, INC. (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a U.S. Security and Pledge Agreement dated as of September 27, 2013 (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 Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Trademark 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:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

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 pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark 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. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to U.S. Bank National Association, as Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by U.S. Bank National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as the Bank Collateral Agent, U.S. Bank National Association, as Trustee and as Notes Collateral Agent, and acknowledged and consented to by the Grantor (as defined in the Intercreditor Agreement) from time to time party thereto. 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LONGYEAR TM, INC.

By: 
Name: Jeffrey Olsen
Title: Secretary

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Trademarks

None.

Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>
TRUCORE UPIX	US	Longyear TM, Inc.	88628679	Sep. 24, 2019

Exhibit J

Trademark Security Agreement, dated as of February 5, 2021

(Reel 7182, Frame 0590)

[Attached]

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		02/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	170 South Main St., Suite 200		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6126256	TRUCORE UPIX	
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. Suite 1900		
Address Line 2:	c/o Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	02/05/2021		
Total Attachments: 4			
source=13696690_2_Boart_Secured Notes_US Trademark Security Agreement (Feb. 2021)#page1.tif			
source=13696690_2_Boart_Secured Notes_US Trademark Security Agreement (Feb. 2021)#page2.tif			
source=13696690_2_Boart_Secured Notes_US Trademark Security Agreement (Feb. 2021)#page3.tif			
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CH \$40.00 6126256

Trademark Security Agreement

Trademark Security Agreement, dated as of February 5, 2021 by LONGYEAR TM, INC. (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a U.S. Security and Pledge Agreement dated as of September 27, 2013 (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 Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Trademark 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:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

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 pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark 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. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to U.S. Bank National Association, as Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by U.S. Bank National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as the Bank Collateral Agent, U.S. Bank National Association, as Trustee and as Notes Collateral Agent, and acknowledged and consented to by the Grantor (as defined in the Intercreditor Agreement) from time to time party thereto. 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LONGYEAR TM, INC.

By: 
Name: Jeffrey Olsen
Title: Secretary

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Trademarks

<u>Mark</u>	<u>Country</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
TRUCORE UPIX	US	Longyear TM, Inc.	88/628,679	9/24/19	6,126,256	8/11/20

Trademark Applications

None.

Exhibit K

Trademark Security Agreement, dated as of May 4, 2021

(Reel 7284, Frame 0016)

[Attached]

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646495

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900614430

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		05/04/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	170 SOUTH MAIN ST., SUITE 200
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84101
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	90452270	TRUSTRUCTURE
Serial Number:	90452265	TRUVISION

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: 7043778156
Email: jcarusone@robinsonbradshaw.com
Correspondent Name: Jennifer Carusone
Address Line 1: 101 N. Tryon St. Suite 1900
Address Line 2: c/o Robinson, Bradshaw & Hinson, P.A.
Address Line 4: Charlotte, NORTH CAROLINA 28246

NAME OF SUBMITTER:	Jennifer Carusone
SIGNATURE:	/Jennifer Carusone/
DATE SIGNED:	05/13/2021

Total Attachments: 4

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source=13925639_2_Longyear TM, Inc._Secured Notes_US Trademark Security Agreement (May 2021)#page2.tif
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Trademark Security Agreement

Trademark Security Agreement, dated as of May 4, 2021 by LONGYEAR TM, INC. (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a U.S. Security and Pledge Agreement dated as of September 27, 2013 (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 Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Trademark 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:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

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 pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark 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. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

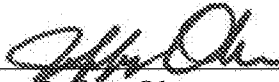
SECTION 6. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to U.S. Bank National Association, as Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by U.S. Bank National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as the Bank Collateral Agent, U.S. Bank National Association, as Trustee and as Notes Collateral Agent, and acknowledged and consented to by the Grantor (as defined in the Intercreditor Agreement) from time to time party thereto. 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LONGYEAR TM, INC.

By:  _____
Name: Jeffrey Olsen
Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Trademarks

None.

Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>
TRUSTRUCTURE	US	Longyear TM, Inc.	90/452,270	Jan. 7, 2021
TRUVISION	US	Longyear TM, Inc.	90/452,265	Jan. 7, 2021