

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LONGYEAR TM, INC		07/29/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH		
Street Address:	677 WASHINGTON BOULEVARD		
Internal Address:	UNITED STATES COLLATERAL AGENT		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	COLLATERAL AGENT:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2150273		
Serial Number:	75201930	BOART LONGYEAR	
Registration Number:	2421665		
Registration Number:	968971		
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-721-6405		
Email:	ingrid.arbuckle@thomson.com		
Correspondent Name:	Corporate Services Corporation		
Address Line 1:	1133 AVENUE OF THE AMERICAS		
Address Line 2:	SUITE 3100		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	642799		

CH \$115.00 2150273

NAME OF SUBMITTER:	INGRID ARBUCKLE
Signature:	/INGRID ARBUCKLE/
Date:	10/11/2005
Total Attachments: 5 source=LONGYEAR - UBS AG STAMFORD#page1.tif source=LONGYEAR - UBS AG STAMFORD#page2.tif source=LONGYEAR - UBS AG STAMFORD#page3.tif source=LONGYEAR - UBS AG STAMFORD#page4.tif source=LONGYEAR - UBS AG STAMFORD#page5.tif	

United States First Lien Trademark Security Agreement

Trademark Security Agreement, dated as of July 29, 2005, by LONGYEAR TM, INC. a Delaware corporation, (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as United States collateral agent pursuant to the First Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a First Lien Security Agreement of even date herewith (as amended, restated or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor 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 First Lien Credit Agreement, the Pledgor 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 Pledgor 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 Pledged Collateral of the Pledgor:

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

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 Pledgor 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 Pledgor 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.

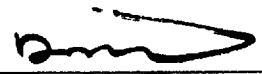
SECTION 6. Governing Law. The laws of the state of New York shall govern the validity and interpretation of this Agreement.

[signature page follows]

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

Very truly yours,

LONGYEAR TM, INC.

By: 
Name: David McKenna
Title: President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgor 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:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name: *Wilfred U. Saint*
Title: *Director Banking Products Services US*
WS

Director
Banking Products
Services, US

By: _____
Name: **Richard L. Tavrow**
Title: **Director
Banking Products
Services, US**

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

MARK	APP OR REG. NO.	OWNER	CLASS(ES)
Circular Symbol Device	2,150,273	Longyear TM, Inc.	37, 42
Boart Longyear	75/201930	Longyear TM, Inc.	03, 07, 42
Circular Symbol Device	2,421,665	Longyear TM, Inc.	07, 09
Circular Symbol Device	968,971	Longyear TM, Inc.	03, 07

PT: #226981