

Form **PTO-1594** **RECORDATION FORM COVER SHEET** U. S. Department of Commerce
 (rev 06/04) **TRADEMARKS ONLY** Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):
Longyear TM, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship Delaware

Execution Date(s) October 6, 2006

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
 Additional name(s) & address(es) attached? Yes No
 Name: Credit Suisse

Internal Address: _____
 Street Address: 11 Madison Avenue

City: New York
 State: New York
 Country: USA Zip: 10010

Association – Citizenship _____
 General Partnership – Citizenship _____
 Limited Partnership – Citizenship _____
 Corporation – Citizenship _____
 Other Cayman Islands branch of a bank organized in Switzerland
 Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other Second Lien Trademark Security Agreement

4. Application number(s) or registration number(s):

A. Trademark Application No(s).			B. Trademark Registration No(s).		
75201930	78744155	78963504	2150273	0924673	2916444
76611336	78780149	78964693	2421665	2450185	3124021
76611468	78745053		0968971	0936578	2206318
78931615	78746110		0615697	0805775	3143663
78881735	78738019		2518443	2826589	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Seth Shelden, Esq.
 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
 Four Times Square
 New York, New York 10036
 Tel: (212) 735-2558
 Fax: (917) 777-2558
 sshelden@skadden.com

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 1.21(h) and 3.41) \$665
 All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 217730/2005)

8. Payment Information
 Deposit Account No. 19-2385
 Authorized user Name: Evans Richardson

9. Signature. Seth Shelden October 30, 2006
 Signature Date

Seth Shelden, Esq.
 Name of Person Signing

Total number of pages including cover sheet, and documents: **# 9**

CH \$665.00 192385 76201930

(Page 2 of 2)

Continuation of Item 1

Name of additional conveying party(ies)/Execution Date(s):

Boart Longyear International Holdings, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship Minnesota

Execution Date(s) October 6, 2006

Boart Longyear Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship Utah

Execution Date(s) October 6, 2006

Second Lien Trademark Security Agreement

SECOND LIEN TRADEMARK SECURITY AGREEMENT, (this "Trademark Security Agreement") dated as of October 6, 2006, by LONGYEAR TM, INC., a Delaware corporation, BOART LONGYEAR INTERNATIONAL HOLDINGS, INC., a Minnesota corporation, and BOART LONGYEAR COMPANY, a Utah corporation, each located at 2640 West 1700 South, Salt Lake City, Utah 84104 (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CREDIT SUISSE, CAYMAN ISLANDS BRANCH, Cayman Islands branch of a bank organized in Switzerland, located at 11 Madison Avenue, New York, NY 10010, in its capacity as collateral agent (together with its successors in such capacity, the "Collateral Agent") pursuant to the Credit Agreement (such term and each other capitalized term used but not defined herein having the meaning given to it in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement (Second Lien) of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are 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 applicable Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the secured obligations, each Pledgor hereby pledges and grants, as collateral security for the payment and performance in full of all such Pledgor's Secured Obligations 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 such Pledgor, in each case, wherever located, and whether now existing or hereafter existing or acquired from time to time:

(a) all trademarks, service marks, slogans, logos, collective marks, certification marks, trade dress, uniform resource locators (URL's), domain names, corporate names, trade names, fictitious business names, logos, and other source or business identifiers, designs and general intangibles of a like nature, of such Pledgor, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing and all common-law rights related thereto, and all common law rights corresponding thereto throughout the world including but not limited to registrations and applications for any of the foregoing listed in Schedule I attached hereto, together with any and all (i) Goodwill symbolized by the foregoing, (ii) rights and privileges arising under applicable law with respect to such Pledgor's use of any of the foregoing, (iii) extensions and renewals of the foregoing, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including without limitation licenses, royalties, income, and damages, claims and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements thereof or for any injury to Goodwill, in each case other than any trademark applications filed in the United States Patent and Trademark Office on the basis of such Pledgor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), whereupon such trademark application will be deemed automatically included in the Pledged Collateral, to the extent that granting the Security Interest

in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application;

(b) all Goodwill associated with such Trademarks;

(c) all Intellectual Property Licenses of such Pledgor relating to Trademarks, excluding those Intellectual Property Licenses that would constitute Excluded Property (as defined in the Security Agreement); and

(d) to the extent not covered by the foregoing, all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing.

SECTION 2. 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 the Pledgors hereby acknowledge and affirm 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. 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 3. Termination. Upon the payment in full of the Secured Obligations, the expiration or sooner termination of the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement, the termination or cash collateralization of all Letters of Credit in accordance with the provisions of the Credit Agreement, and the termination of the Security Agreement, the Collateral Agent shall, upon the request and at the sole cost and expense of the Pledgors, assign, transfer and deliver to the Pledgors, against receipt and without recourse to or warranty by the Collateral Agent except as to the fact that the Collateral Agent has not encumbered the released assets, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such of the Copyrights under this Trademark Security Agreement or any part thereof to be released (in the case of a release) as may be in possession of the Collateral Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Trademark, proper documents and instruments (including UCC-3 termination financing statements or releases) acknowledging the termination hereof or the release of such Trademarks, as the case may be.

SECTION 4. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of October 6, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among Resources Services Holdings USA, Inc., Longyear Global Holdings, Inc., Longyear Canada, ULC, Credit Suisse, Cayman Islands Branch, as First Lien US Agent, Credit Suisse, Toronto Branch, as First


Lien Canadian Agent, Credit Suisse, Cayman Islands Branch, as Second Lien US Agent, and Credit Suisse, Toronto Branch, as Second Lien Canadian Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

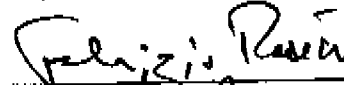
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours

LONGYEAR TM, INC.

By: 
Name: **FABRIZIO CASETTI**
Title: **AUTHORIZED SIGNATORY**

BOART LONGYEAR INTERNATIONAL HOLDINGS, INC.

By: 
Name: **FABRIZIO CASETTI**
Title: **SECRETARY**

Accepted and Agreed:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent

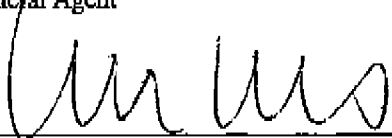
By: _____
Name:
Title:

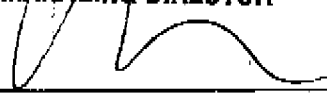
By: _____
Name:
Title:

[Trademark Security Agreement (second lien)]

Accepted and Agreed:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as US Collateral Agent

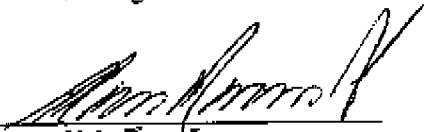
By: 
Name: ROBERT HETU
Title: MANAGING DIRECTOR


By: 
Name: CASSANDRA DROOGAN
Title: VICE PRESIDENT

[Trademark Security Agreement (Longyear TM, Inc.) (Second Lien)]

Accepted and Agreed:

CREDIT SUISSE, TORONTO BRANCH,
as Canadian Collateral Agent

By: 
Name: **Alain Daoust**
Title: **Director**

By: 
Name:
Title: **Bruce F. Wetherly**
Director,
CREDIT SUISSE, TORONTO BRANCH

[Trademark Security Agreement (Longyear TM, Inc.) (Second Lien)]

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

OWNER	REGISTRATION/ APPLICATION NUMBER	TRADEMARK
Longyear TM, Inc.	2,150,273	Circular Symbol Device
Longyear TM, Inc.	75/201930	BOART LONGYEAR
Longyear TM, Inc.	2,421,665	Circular Symbol Device
Longyear TM, Inc.	0968971	Circular Symbol Device
Boart Longyear International Holdings, Inc.	0,615,697	LONGYEAR
Boart Longyear International Holdings, Inc.	2,518,443	INTERCEPTOR
Boart Longyear International Holdings, Inc.	0,924,673	Q
Boart Longyear International Holdings, Inc.	2,450,185	RQ
Boart Longyear International Holdings, Inc.	0,936,578	CQ
Boart Longyear International Holdings, Inc.	0,805,775	LONGYEAR (Service Mark)
Boart Longyear International Holdings, Inc.	2,826,589	ALPHA BIT
Boart Longyear International Holdings, Inc.	76611336	PILE WITH CONFIDENCE
Boart Longyear International Holdings, Inc.	76611468	GROUT WITH CONFIDENCE
Boart Longyear International Holdings, Inc.	78/931615	SONIC MICROPILES
Boart Longyear International Holdings, Inc.	2916444	MINISONIC
Boart Longyear International Holdings, Inc.	3124021	NITRO-CHUCK
Boart Longyear International Holdings, Inc.	2,206,318	B (STYLIZED)

Boart Longyear International Holdings, Inc.	3143663	SONICPILE
Boart Longyear International Holdings, Inc.	78/881,735	ALBHABIT
Boart Longyear International Holdings, Inc.	78/744,155	BOART LONGYEAR SMART SONG SONIC SYSTEM
Boart Longyear International Holdings, Inc.	78/780,149	S3
Boart Longyear International Holdings, Inc.	78/745,053	SONIC MEASUREMENT WHILE DRILLING
Boart Longyear International Holdings, Inc.	78/746,110	SONIC MWD
Boart Longyear International Holdings, Inc.	78/738,019	SONICANCHORS
Boart Longyear International Holdings, Inc.	78/963504	NEXT Q
Boart Longyear International Holdings, Inc.	78/964693	NEXT Q