

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321506

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|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Security Interest recorded at Reel/Frame 5360/0208 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of America, N.A. | | 10/20/2014 | National Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Longyear TM, Inc. | | |
| Street Address: | 10808 South River Front Parkway, Suite 600 | | |
| City: | South Jordan | | |
| State/Country: | UTAH | | |
| Postal Code: | 84095 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86295290 | TRUSHOT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128622200 | | |
| <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: | 312-862-6371 | | |
| Email: | renee.prescan@kirkland.com | | |
| Correspondent Name: | Renee Prescan | | |
| Address Line 1: | 300 North LaSalle Street | | |
| Address Line 2: | Kirkland & Ellis LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60654 | | |
| ATTORNEY DOCKET NUMBER: | 11289-30 RMP | | |
| NAME OF SUBMITTER: | Renee M. Prescan | | |
| SIGNATURE: | /Renee M. Prescan/ | | |
| DATE SIGNED: | 10/29/2014 | | |
| Total Attachments: 3 | | | |
| source=BofA Release - Longyear TM_Trademarks_5360-0208#page1.tif | | | |
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 20, 2014 ("Release"), is made by Bank of America, N.A., in its capacity as administrative agent ("Agent") in favor of Longyear TM, Inc., a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of June 28, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligor party thereto and the Agent, each Obligor granted to the Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including the items listed hereto on Schedule A;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of June 28, 2013 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on September 10, 2014 at Reel 5360 Frame 0208.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the Notice and the Agent's mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the items listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

Bank of America, N.A., as Agent

By: Christine Trotter

Name: Christine Trotter

Title: Assistant Vice President

IP TERMINATION - TRADEMARKS
BOART LONGYEAR

TRADEMARK
REEL: 005390 FRAME: 0042

Schedule A

**Longyear TM, Inc.
(Delaware Corporation)**

U.S. Trademark

Trademark Application

| Mark | Appl. No. | Filing Date |
|-------------|------------------|--------------------|
| TRUSHOT | 86295290 | 05/29/14 |