

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		09/01/2017	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	2826589	ALPHA BIT	
Registration Number:	3246980	ALPHABIT	
Registration Number:	3742705	BOART LONGYEAR	
Registration Number:	3934912	BOART LONGYEAR	
Registration Number:	3975012	BOART LONGYEAR	
Registration Number:	3938386	BOART LONGYEAR	
Registration Number:	3948253	BOART LONGYEAR	
Registration Number:	3938387	BOART LONGYEAR	
Registration Number:	4038903	BOART LONGYEAR	
Registration Number:	2421665		
Registration Number:	3854450		
Registration Number:	3966751		
Registration Number:	4440127		
Registration Number:	2413411	LASEROD	
Registration Number:	3706387	LF	
Registration Number:	4134645	LIGHTNING ROD	
Registration Number:	3706388	LM	
Registration Number:	5019418	MINISONIC	
Registration Number:	4218816	MKII	

CH \$965.00 2826589

Property Type	Number	Word Mark
Registration Number:	4440023	ONE SOURCE
Registration Number:	924673	Q
Registration Number:	3658777	QUICK DESCENT
Registration Number:	2450185	RQ
Registration Number:	4392795	RST
Registration Number:	2268289	SECAN
Registration Number:	3793545	STAGE
Registration Number:	3793848	STOPEMASTER
Registration Number:	3706384	STOPEMATE
Registration Number:	3439077	
Registration Number:	3977616	ULTRAMATRIX
Registration Number:	4104644	UMX
Registration Number:	3658643	V-WALL
Serial Number:	87315094	FREEDOM
Serial Number:	86245940	TRUCORE
Serial Number:	87193734	TRULOG
Serial Number:	86708183	TRUPROBE
Serial Number:	87193722	TRUSCAN
Serial Number:	86295290	TRUSHOT

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128628738

Email: michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	11289-30 MN
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	09/08/2017

Total Attachments: 4

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Trademark Security Agreement

Trademark Security Agreement, dated as of September 1, 2017, by Longyear TM, Inc. and (the “Grantor”), in favor of Wilmington Trust, National Association, in its capacity as collateral agent pursuant to the Term Loan Securities Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a U.S. Security and Pledge Agreement 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 Term Loan Securities Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in 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 (other than Excluded Assets):

- (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.

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 the 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. 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 5. Subject to Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to Wilmington Trust, National Association, as Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Wilmington Trust, National Association, as Collateral Agent hereunder, are subject to the provisions

of (i) the Intercreditor Agreement, dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Notes Intercreditor Agreement”), among Bank of America, N.A, as collateral agent under the existing credit agreement and U.S. Bank National Association, as collateral agent under that certain Indenture, dated as of September 18, 2013 among the Obligors and U.S. Bank National Association, as trustee and as collateral agent, as amended, restated, supplemented or modified from time to time, including (a) via joinder by the Agent in connection with each of the term loan A securities agreement dated as of October 22, 2014 by and among the Obligors, the purchasers party thereto, and Wilmington Trust, National Association, as agent thereunder, as amended through the date hereof, including pursuant to that certain fourth amendment to the Existing Term Loan A Securities Agreement and that certain fifth amendment to the Existing Term Loan A Securities Agreement, each dated as of on or about the Credit Extension Date, and as further amended, restated or otherwise modified from time to time (the “Existing Term Loan A Securities Agreement”) and the term loan securities agreement, dated as of October 22, 2014 by and among the Obligors, the purchasers party thereto, and Wilmington Trust, National Association, as agent thereunder, as amended through the date hereof, including pursuant to that certain fourth amendment to the Term Loan B Securities Agreement and that certain fifth amendment to the Term Loan B Securities Agreement, each dated as of on or about the Credit Extension Date, and as further amended, restated or otherwise modified from time to time (the “Existing Term Loan B Securities Agreement”), (b) via joinder by PNC Bank, National Association, as administrative agent under that certain revolving credit and security agreement dated as of May 29, 2015 by and among the Obligors, the financial institutions party thereto and PNC Bank, National Association, as the same may be amended, amended and restated, replaced and restated, extended, supplemented and/or otherwise modified from time to time (the “Revolving Credit and Security Agreement”) and (c) via joinder by the Agent in connection with the Term Loan Securities Agreement, (ii) the Second Amended and Restated Intercreditor Agreement, amended and restated as of the date hereof and originally dated as of May 29, 2015 and previously amended and restated as of April 2, 2017 (as further amended, restated, supplemented or otherwise modified from time to time, the “ABL Intercreditor Agreement” and, together with the Notes Intercreditor Agreement, the “Intercreditor Agreements”), among PNC Bank National Association, as administrative agent under the Revolving Credit and Security Agreement, Wilmington Trust, National Association, as the agent under the Existing Term Loan A Securities Agreement and the Agent in connection with the Term Loan Securities Agreement, and (iii) the Amended and Restated Senior / Junior Term Loan Intercreditor Agreement, amended and restated as of the date hereof and originally dated as of April 2, 2017 (as further amended, restated, supplemented or otherwise modified from time to time, the “Senior / Junior Term Loan Intercreditor Agreement”), among Wilmington Trust, National Association, as the agent under the Existing Term Loan A Securities Agreement and the Agent in connection with the Term Loan Securities Agreement. In the event of any conflict between the terms of the Intercreditor Agreements and the terms of this Agreement, the terms of the applicable 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.

GRANTOR:

LONGYEAR TM, INC.,

By: 

Name: Fabrizio Rasetti

Title: President

Schedule I

Registered Trademarks

Registratn No.	Country	Mark	Owner	Serial No.	Filing Date	Registratn Date
2826589	US	ALPHA BIT	Longyear TM, Inc.	78/193,829	12/12/2002	3/23/2004
3246980	US	ALPHA BIT	Longyear TM, Inc.	78/881,735	5/11/2006	5/29/2007
3,742,705	US	BOART LONGYEAR	Longyear TM, Inc.	75/201,930	11/21/1996	1/26/2010
3,934,912	US	BOART LONGYEAR	Longyear TM, Inc.	77/652,848	1/20/2009	3/22/2011
3,975,012	US	BOART LONGYEAR	Longyear TM, Inc.	77/652,853	1/20/2009	6/7/2011
3,938,386	US	BOART LONGYEAR (Stylized - Double Stack)	Longyear TM, Inc.	77/651,152	1/16/2009	3/29/2011
3,948,253	US	BOART LONGYEAR (Stylized - Double Stack)	Longyear TM, Inc.	77/651,157	1/16/2009	4/19/2011
3,938,387	US	BOART LONGYEAR (Stylized - Single Stack)	Longyear TM, Inc.	77/651,344	1/16/2009	3/29/2011
4038903	US	BOART LONGYEAR (Stylized - Triple Stack)	Longyear TM, Inc.	77/651,281	1/16/2009	10/11/2011
2,421,665	US	CIRCULAR SYMBOL DEVICE	Longyear TM, Inc.	75/305,358	6/9/1997	1/16/2001
3,854,450	US	CIRCULAR SYMBOL DEVICE	Longyear TM, Inc.	77/655,751	1/23/2009	9/28/2010
3,966,751	US	CIRCULAR SYMBOL DEVICE	Longyear TM, Inc.	77/655,754	1/23/2009	5/24/2011
4440127	US	CIRCULAR SYMBOL DEVICE	Longyear TM, Inc.	85/908,183	4/18/2013	11/26/2013
2,413,411	US	LASEROD	Longyear TM, Inc.	75/460,833	4/2/1998	12/19/2000
3,706,387	US	LF	Longyear TM, Inc.	77/512,545	7/1/2008	11/3/2009
4,134,645	US	LIGHTNING ROD	Longyear TM, Inc.	85/397,836	8/15/2011	5/1/2012
3,706,388	US	LM	Longyear TM, Inc.	77/512,551	7/1/2008	11/3/2009
5,019,418	US	MINISONIC	Longyear TM, Inc.	86/523,165	2/3/2015	8/9/2016
4218816	US	MKII	Longyear TM, Inc.	85/313,319	5/5/2011	10/2/2012
4440023	US	ONE SOURCE	Longyear TM, Inc.	85/905,876	4/16/2013	11/26/2013
924673	US	Q	Longyear TM, Inc.	72/379,666	12/28/1970	11/30/1971
3,658,777	US	QUICK DESCENT	Longyear TM, Inc.	77/287,808	9/25/2007	7/21/2009
2,450,185	US	RQ	Longyear TM, Inc.	75/834,299	10/28/1999	5/8/2001
4,392,795	US	RST	Longyear TM, Inc.	85/331,194	5/26/2011	8/27/2013
2,268,289	US	SECAN	Longyear TM, Inc.	75/368,027	10/3/1997	8/10/1999
3,793,545	US	STAGE	Longyear TM, Inc.	77/218,679	6/29/2007	5/25/2010
3,793,848	US	STOPEMASTER	Longyear TM, Inc.	77/512,389	7/1/2008	5/25/2010
3,706,384	US	STOPEMATE	Longyear TM, Inc.	77/512,379	7/1/2008	11/3/2009
3,439,077	US	TWO BAR LOGO (w/color)	Longyear TM, Inc.	77/125,354	3/8/2007	6/3/2008
3977616	US	ULTRAMATRIX	Longyear TM, Inc.	85/166,806	11/2/2010	6/14/2011
4,104,644	US	UMX	Longyear TM, Inc.	85/313,150	5/5/2011	2/28/2012
3,658,643	US	V-WALL	Longyear TM, Inc.	77/183,218	5/17/2007	7/21/2009

Trademark Applications

<u>Serial No.</u>	<u>Countries</u>	<u>Mark</u>	<u>Status</u>	<u>Current Owner</u>	<u>Date of Application</u>
87/315,094	US	FREEDOM	PENDING	Longyear TM, Inc.	26-Jan-2017
86/245,940	US	TRUCORE	PENDING Intent to Use	Longyear TM, Inc.	6-Apr-14
87/193,734	US	TRULOG	PENDING Intent to Use	Longyear TM, Inc.	05-Oct-16
86/708,183	US	TRUPROBE	PENDING Intent to Use	Longyear TM, Inc.	29-Jul-15
87/193,722	US	TRUSCAN	PENDING Intent to Use	Longyear TM, Inc.	05-Oct-16
86295290	US	TRUSHOT	PENDING Intent to Use	Longyear TM, Inc.	29-May-14