

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		09/08/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	78193829	ALPHA BIT	
Serial Number:	78881735	ALPHABIT	
Serial Number:	75201930	BOART LONGYEAR	
Serial Number:	77652848	BOART LONGYEAR	
Serial Number:	77652853	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:	85908183		
Serial Number:	88080032	DRIFTMASTER	
Serial Number:	88420944	DRIFTMASTER	
Serial Number:	87315094	FREEDOM	
Serial Number:	77512545	LF	
Serial Number:	85397836	LIGHTNING ROD	

CH \$965.00 78193829

Property Type	Number	Word Mark
Serial Number:	77512551	LM
Serial Number:	88080006	LONGYEAR
Serial Number:	86523165	MINISONIC
Serial Number:	85313319	MKII
Serial Number:	72379666	Q
Serial Number:	77287808	QUICK DESCENT
Serial Number:	75834299	RQ
Serial Number:	77218679	STAGE
Serial Number:	77512389	STOPEMASTER
Serial Number:	77512379	STOPEMATE
Serial Number:	86245940	TRUCORE
Serial Number:	88628679	TRUCORE UPIX
Serial Number:	87193734	TRULOG
Serial Number:	87193722	TRUSCAN
Serial Number:	88096028	TRUSHOT
Serial Number:	85313150	UMX
Serial Number:	77183218	V-WALL
Serial Number:	88080044	XQ
Serial Number:	90452270	TRUSTRUCTURE
Serial Number:	90452265	TRUVISION

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	050485-0182
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	09/08/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 8, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by **Longyear TM, Inc.** (“**Grantor**”) in favor of HPS Investment Partners, LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Credit and Security Agreement, dated as of September 8, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative 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

To secure the prompt payment and performance to the Administrative Agent and each Lender (and each other holder of any Obligations) of the Obligations, Grantor hereby assigns, pledges and grants to the Administrative Agent for its benefit and for the ratable benefit of each Lender and each other Secured Party, a continuing security interest in and to and Lien on (a) all of its Trademarks, all registrations and recordings thereof, and all registrations and applications filed in connection therewith (including those listed on Schedule A hereto) and all extensions or renewals thereof, (b) all goodwill connected with the use of and symbolized thereby and (c) all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world (collectively, the “**Trademark Collateral**”); provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

In addition to not including any Excluded Assets, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” Trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

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 Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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.

SECTION 4. RECORDATION

GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE USPTO RECORD THIS TRADEMARK SECURITY AGREEMENT.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

LONGYEAR TM, INC., as a Grantor

By: 
Name: Jeffrey Olsen
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007416 FRAME: 0559

ACCEPTED AND ACKNOWLEDGED BY:

HPS INVESTMENT PARTNERS, LLC,
as Administrative Agent and Collateral Agent



By: _____

Name: Vali Shokrgozar

Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Registration No.	Mark	Owner	Serial No.	Filing Date	Registration Date
2826589	ALPHA BIT	Longyear TM, Inc.	78/193,829	12/12/2002	3/23/2004
3246980	ALPHA BIT	Longyear TM, Inc.	78/881,735	5/11/2006	5/29/2007
3,742,705	BOART LONGYEAR	Longyear TM, Inc.	75/201,930	11/21/1996	1/26/2010
3,934,912	BOART LONGYEAR	Longyear TM, Inc.	77/652,848	1/20/2009	3/22/2011
3,975,012	BOART LONGYEAR	Longyear TM, Inc.	77/652,853	1/20/2009	6/7/2011
3,938,386	BOART LONGYEAR (Stylized - Double Stack)	Longyear TM, Inc.	77/651,152	1/16/2009	3/29/2011
3,948,253	BOART LONGYEAR (Stylized - Double Stack)	Longyear TM, Inc.	77/651,157	1/16/2009	4/19/2011
3,938,387	BOART LONGYEAR (Stylized - Single Stack)	Longyear TM, Inc.	77/651,344	1/16/2009	3/29/2011
4038903	BOART LONGYEAR (Stylized - Triple Stack)	Longyear TM, Inc.	77/651,281	1/16/2009	10/11/2011
2,421,665	CIRCULAR SYMBOL DEVICE	Longyear TM, Inc.	75/305,358	6/9/1997	1/16/2001
3,854,450	CIRCULAR SYMBOL DEVICE	Longyear TM, Inc.	77/655,751	1/23/2009	9/28/2010
3,966,751	CIRCULAR SYMBOL DEVICE	Longyear TM, Inc.	77/655,754	1/23/2009	5/24/2011
4440127	CIRCULAR SYMBOL DEVICE	Longyear TM, Inc.	85/908,183	4/18/2013	11/26/2013
5,789,649	DRIFTMASTER	Longyear TM, Inc.	88080032	08/15/2018	06/25/2019
5,914,495	DRIFTMASTER	Longyear TM, Inc.	88420944	5/08/2019	11/19/2019
5,419,579	FREEDOM	Longyear TM, Inc.	87/315,094	1/26/2017	3/6/2018
3,706,387	LF	Longyear TM, Inc.	77/512,545	7/1/2008	11/3/2009
4,134,645	LIGHTNING ROD	Longyear TM, Inc.	85/397,836	8/15/2011	5/1/2012
3,706,388	LM	Longyear TM, Inc.	77/512,551	7/1/2008	11/3/2009
5743997	LONGYEAR	Longyear TM, Inc.	88/080,006	08/15/2018	05/07/2019

Registration No.	Mark	Owner	Serial No.	Filing Date	Registration Date
5,019,418	MINISONIC	Longyear TM, Inc.	86/523,165	2/3/2015	8/9/2016
4218816	MKII	Longyear TM, Inc.	85/313,319	5/5/2011	10/2/2012
924673	Q	Longyear TM, Inc.	72/379,666	12/28/1970	11/30/1971
3,658,777	QUICK DESCENT	Longyear TM, Inc.	77/287,808	9/25/2007	7/21/2009
2,450,185	RQ	Longyear TM, Inc.	75/834,299	10/28/1999	5/8/2001
3,793,545	STAGE	Longyear TM, Inc.	77/218,679	6/29/2007	5/25/2010
3,793,848	STOPEMASTER	Longyear TM, Inc.	77/512,389	7/1/2008	5/25/2010
3,706,384	STOPEMATE	Longyear TM, Inc.	77/512,379	7/1/2008	11/3/2009
5,360,252	TRUCORE	Longyear TM, Inc.	86/245,940	4/8/2014	12/19/2017
6126256	TRUCORE UPIX	Longyear TM, Inc.	88628679	9/24/19	8/11/20
5944461	TRULOG	Longyear TM, Inc.	87193734	10/05/2016	12/24/2019
5,434,215	TRUSCAN	Longyear TM, Inc.	87193,722	10/5/2016	3/27/2018
5,747,663	TRUSHOT	Longyear TM, Inc.	88/096,028	8/28/2018	5/07/2019
4,104,644	UMX	Longyear TM, Inc.	85/313,150	5/5/2011	2/28/2012
3,658,643	V-WALL	Longyear TM, Inc.	77/183,218	5/17/2007	7/21/2009
5743998	XQ	Longyear TM, Inc.	88/080,044	08/15/2018	05/07/2019

PENDING TRADEMARK APPLICATIONS

Serial No.	Mark	Status	Current Owner	Date of Application
90452270	TRUSTRUCTURE	PENDING- USE	Longyear TM, Inc.	07-Jan-21
90452265	TRUVISION	PENDING- USE	Longyear TM, Inc.	07-Jan-21