

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT										
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Formerly</th> <th style="text-align: center;">Execution Date</th> <th style="text-align: center;">Entity Type</th> </tr> <tr> <td>BOART LONGYEAR INTERNATIONAL HOLDINGS, INC.</td> <td></td> <td>07/29/2005</td> <td>CORPORATION: MINNESOTA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	BOART LONGYEAR INTERNATIONAL HOLDINGS, INC.		07/29/2005	CORPORATION: MINNESOTA			
Name	Formerly	Execution Date	Entity Type								
BOART LONGYEAR INTERNATIONAL HOLDINGS, INC.		07/29/2005	CORPORATION: MINNESOTA								
<b>RECEIVING PARTY DATA</b>											
Name:	UBS AG, Stamford Branch, as Collateral Agent										
Street Address:	677 Washington Boulevard										
City:	Stamford										
State/Country:	CONNECTICUT										
Postal Code:	06901										
Entity Type:	Banking Corporation:										
<b>PROPERTY NUMBERS Total: 15</b>											
Property Type	Number	Word Mark									
Registration Number:	615697	LONGYEAR									
Registration Number:	2518443	INTERCEPTOR									
Registration Number:	924673	Q									
Registration Number:	2450185	RQ									
Registration Number:	936578	CQ									
Registration Number:	805775	LONGYEAR									
Registration Number:	2826589	ALPHA BIT									
Serial Number:	76611336	PILE WITH CONFIDENCE									
Serial Number:	76611468	GROUT WITH CONFIDENCE									
Serial Number:	76611734	SONIC MICROPILES									
Serial Number:	78298582	DRILL-STORE									
Registration Number:	2916444	MINISONIC									
Serial Number:	76575649	NITRO-CHUCK									

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**900032539**

**TRADEMARK**  
**REEL: 003163 FRAME: 0469**

Serial Number:	76629820	SONICPILE
Registration Number:	2206318	

# CORRESPONDENCE DATA

Fax Number: (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2027216405  
Email: christine.wilson@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	09/22/2005

Total Attachments: 5  
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source=BOART - UBS TM 1#page7.tif

## United States First Lien Trademark Security Agreement

**Trademark Security Agreement**, dated as of July 29, 2005, by BOART LONGYEAR INTERNATIONAL HOLDINGS, INC., a Minnesota 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.

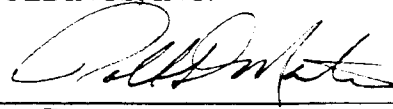
[signature page follows]

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

Very truly yours,

BOART LONGYEAR INTERNATIONAL  
HOLDINGS, INC.

By: \_\_\_\_\_



Name: R.L. Martin

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,

BOART LONGYEAR INTERNATIONAL  
HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: \_\_\_\_\_  
Name: *Wilfred V. Sicut*  
Title: *Director Banking Products Services US*

By: \_\_\_\_\_  
Name: *RL*  
Title: *Richard L. Tavrow*  
*Director*  
*Banking Products*  
*Services, US*

[Signature Page to BLIH First Lien U.S. Trademark Security Agreement]

TRADEMARK  
REEL: 003163 FRAME: 0474

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

<b>MARK</b>	<b>APP OR REG. NO.</b>	<b>OWNER</b>
Longyear	0,615,697	Boart Longyear International Holdings, Inc.
Interceptor	2,518,443	Boart Longyear International Holdings, Inc.
Q	0,924,673	Boart Longyear International Holdings, Inc.
Rq	2,450,185	Boart Longyear International Holdings, Inc.
CQ	0,936,578	Boart Longyear International Holdings, Inc.
Longyear (Service Mark)	0,805,775	Boart Longyear International Holdings, Inc.
Alpha Bit	2,826,589	Boart Longyear International Holdings, Inc.
PILE WITH CONFIDENCE	76611336	Boart Longyear International Holdings, Inc.
GROUT WITH CONFIDENCE	76611468	Boart Longyear International Holdings, Inc.
SONIC MICROPILES	76611734	Boart Longyear International Holdings, Inc.
Drill-Store	78/298582	Boart Longyear International Holdings, Inc.
MINISONIC	2916444	Boart Longyear International Holdings, Inc.
NITRO-CHUCK	76/575649	Boart Longyear International Holdings, Inc.
B (STYLIZED)	2,206,318	Boart Longyear International Holdings, Inc.
SONICPILE	76/629,820	Boart Longyear International Holdings, Inc.

PT: #226985