

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	United States Second Lien Trademark Security Agreement										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">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								
RECEIVING PARTY DATA											
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:										
PROPERTY NUMBERS Total: 15											
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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900032833

TRADEMARK
REEL: 003165 FRAME: 0682

Registration Number:	2206318	
Serial Number:	76629820	SONICPILE

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:	09/27/2005

Total Attachments: 5
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United States Second 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 Second Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Second 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 Second 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. 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. In the event of any conflict between the terms of the In-

tercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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: V. 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. Sgint
Title: Director Banking Products Services, US

By: _____
Name: Richard L. Tavrow
Title: Director
Banking Products
Services, US

[Signature Page to BLIHI Second Lien U.S. Trademark Security Agreement]

TRADEMARK
REEL: 003165 FRAME: 0687

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

MARK	APP OR REG. NO.	OWNER
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: #226986