

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boart Longyear International Holdings, Inc.		06/15/2006	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	UGS 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: 6			
Property Type	Number	Word Mark	
Serial Number:	78881735	ALPHABIT	
Serial Number:	78744155	BOART LONGYEAR SMART SONIC SYSTEM	
Serial Number:	78780149	S3	
Serial Number:	78745053	SONIC MEASUREMENT WHILE DRILLING	
Serial Number:	78746110	SONIC MWD	
Serial Number:	78738019	SONICANCHORS	
CORRESPONDENCE DATA			
Fax Number:	(412)281-0717		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(412) 454-5023		
Email:	singerj@pepperlaw.com		
Correspondent Name:	James M. Singer		
Address Line 1:	500 Grant Street		
Address Line 2:	50th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219-2502		

OP \$165.00 78881735

ATTORNEY DOCKET NUMBER:	105423.1_BOART LONGYEAR
NAME OF SUBMITTER:	James M. Singer
Signature:	/jamesmsinger/
Date:	06/16/2006
Total Attachments: 4 source=BLIHI_second lien#page1.tif source=BLIHI_second lien#page2.tif source=BLIHI_second lien#page3.tif source=BLIHI_second lien#page4.tif	

United States Second Lien Trademark Security Agreement

Trademark Security Agreement, dated as of June 16, 2006, 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 dated as of July 29, 2005 (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 a Trademark Security Agreement for certain Collateral; and

WHEREAS, since July 29, 2005 Pledgor has identified additional Collateral.

NOW, THEREFORE, in consideration of the premises set forth in the Second Lien Credit Agreement, the Pledgor hereby agrees 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.

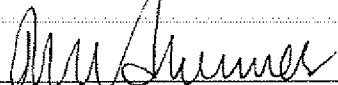
SECTION 6. Governing Law. The laws of the state of New York shall govern the validity and interpretation of this Agreement.

[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: PAUL M. BRUNNER

Title: DIRECTOR


NAME: R.A. SELLWOOD

TITLE: C.F.O.

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

MARK	APP. NO.	OWNER
ALBHABIT	78/881,735	Boart Longyear International Holdings, Inc.
BOART LONGYEAR SMART SONG SONIC SYSTEM	78/744,155	Boart Longyear International Holdings, Inc.
S3	78/780,149	Boart Longyear International Holdings, Inc.
SONIC MEASUREMENT WHILE DRILLING	78/745,053	Boart Longyear International Holdings, Inc.
SONIC MWD	78/746,110	Boart Longyear International Holdings, Inc.
SONICANCHORS	78/738,019	Boart Longyear International Holdings, Inc.

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