

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|-----------------------|
| DSI UNDERGROUND SYSTEMS, INC. | | 08/30/2011 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------|
| Name: | IKB DEUTSCHE INDUSTRIEBANK AG |
| Street Address: | Wilhelm-Botzkes-Strasse 1 |
| City: | Dusseldorf |
| State/Country: | GERMANY |
| Postal Code: | 40474 |
| Entity Type: | CORPORATION: GERMANY |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|----------|---------------|
| Registration Number: | 1948941 | CABLELOC |
| Registration Number: | 1732466 | COAL POST |
| Registration Number: | 3608242 | D-DOME |
| Registration Number: | 3691943 | DUO SPEED |
| Registration Number: | 1012792 | FASLOC |
| Registration Number: | 3472990 | MINICAGE |
| Registration Number: | 3059957 | OMEGA-BOLT |
| Registration Number: | 2488892 | TRI-LOG |
| Serial Number: | 77961716 | TANDEM ANCHOR |

CORRESPONDENCE DATA

Fax Number: (212)822-5096
 Email: nbrowand@milbank.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

900202108

**TRADEMARK
 REEL: 004622 FRAME: 0837**

CH \$240.00 1948941

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: One Chase Manhattan Plaza
Address Line 2: Attn: Nathaniel T. Browand
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 38970.01000

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Nathaniel T. Browand

Signature: /Nathaniel T. Browand/

Date: 09/14/2011

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 30, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), among DSI UNDERGROUND SYSTEMS INC., DYWIDAG SYSTEMS INTERNATIONAL USA, INC. (each, a "**Grantor**") and IKB DEUTSCHE INDUSTRIEBANK AG, as security agent for the Secured Parties (as defined in the Facilities Agreement referred to below) (herein in such capacity, the "**Security Agent**").

RECITALS

- (A) TENSION II AcquiCo S.á r.l. (the "**Company**") entered into a Syndicated Facilities Agreement, dated June 10, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Facilities Agreement**"), with, amongst others, IKB DEUTSCHE INDUSTRIEBANK AG and Barclays Capital, as Mandated Lead Arrangers (each, an "**Arranger**"), the financial institutions party thereto as lenders (the "**Senior Lenders**"), IKB DEUTSCHE INDUSTRIEBANK AG, as Agent for the Senior Lenders (in such capacity, the "**Agent**") and the Security Agent.
- (B) The Intercreditor Agreement dated June 10, 2011 has been entered into by amongst others, Tension II AcquiCo S.á.r.l as company and original debtor, Tension II LuxCo 4 S.á.r.l as original subordinated creditor and IKB Deutsche Industriebank AG as agent and security agent (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**").
- (C) Each Grantor is a party to a Pledge and Security Agreement, dated August __, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), in favor of the Security Agent pursuant to which each Grantor is required to execute and deliver this Agreement.
- (D) In consideration of the mutual conditions and agreements set forth in the Facilities Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Facilities Agreement or, if not defined therein, the meanings set forth in the Intercreditor Agreement.

"Intellectual Property Collateral" means each Grantor's right, title and interest in, to and under

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and

- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license;
- (e) all reissues, divisions, continuations, continuations-in-part, renewals, reexaminations, or extensions of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and
- (f) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future (i) infringement, dilution, or other violation of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations in accordance with the terms of the Facilities Agreement, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Finance Parties, a continuing security interest in and Lien on all of the Grantor's right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and each Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in (i) any application for registration of a Trademark filed in the United States Patent and Trademark Office on the basis of an intent to use such mark pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such application under applicable federal law, or (ii) any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

SECTION 4 General Limitation on Guarantee Obligations

In any action or proceeding involving any state corporate law, or any state or Federal bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if a grant by a Grantor in Section 2 would otherwise be held or determined to be void, invalid or unenforceable, or subordinated to the claims of any other creditors on account of such grant, then, notwithstanding any other provision hereof to the contrary, the amount of such grant shall, without any further action by the

Grantor, the Security Agent or any other person or entity, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

SECTION 5 Pledge and Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agent hereby acknowledges and affirms that any limitations set forth in the Pledge and Security Agreement that limit the Security Agent's enforcement or rights to the Intellectual Property Collateral are incorporated by reference herein as if fully set forth herein.

SECTION 6 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

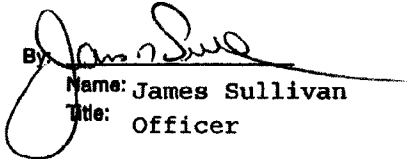
SECTION 7 Construction

In case of any inconsistencies between the terms of this Agreement and those of the Pledge and Security Agreement, the Pledge and Security Agreement shall prevail.

[Signature Page Follows]

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

DSI UNDERGROUND SYSTEMS, INC.

By: 
Name: James Sullivan
Title: Officer

DYWIDAG SYSTEMS INTERNATIONAL USA, INC.

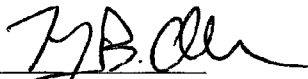
By: _____
Name: Nick Moses
Title: Director

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

DSI UNDERGROUND SYSTEMS, INC.

By: _____
Name: Nick Moses
Title: Director

DYWIDAG SYSTEMS INTERNATIONAL USA, INC.

By: 
Name: Kerry Allen
Title: President

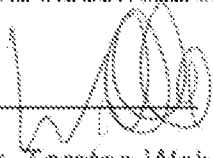
ACCEPTED AND AGREED:

IKB DEUTSCHE INDUSTRIEBANK AG, as Security Agent

By _____

Name

Title: Dr. Torsten Wehrhahn
Abteilungsleiter



Daniel Lohken
Prokurist

SCHEDULE I
COPYRIGHT REGISTRATIONS

(A) U.S. REGISTERED COPYRIGHTS

| <u>Title</u> | <u>Copyright Reg. No.</u> | <u>Date</u> |
|--------------|---------------------------|-------------|
|--------------|---------------------------|-------------|

None

(B) U.S. COPYRIGHT APPLICATIONS

| <u>Title</u> | <u>Copyright App. No.</u> | <u>Date</u> |
|--------------|---------------------------|-------------|
|--------------|---------------------------|-------------|

None

(C) U.S. COPYRIGHT LICENSES

| <u>Name of Agreement</u> | <u>Parties</u> | <u>Date</u> |
|--------------------------|----------------|-------------|
|--------------------------|----------------|-------------|

None

**SCHEDULE II
PATENT REGISTRATIONS**

(D) U.S. REGISTERED PATENTS

| <u>Patent</u> | <u>Reg. No.</u> | <u>Date</u> |
|---------------|-----------------|-------------|
|---------------|-----------------|-------------|

See attached IP Annex

(E) U.S. PATENT APPLICATIONS

| <u>Patent</u> | <u>App. Serial No.</u> | <u>Date</u> |
|---------------|------------------------|-------------|
|---------------|------------------------|-------------|

See attached IP Annex

(F) U.S. PATENT LICENSES

| <u>Name of Agreement</u> | <u>Parties</u> | <u>Date</u> |
|--------------------------|----------------|-------------|
|--------------------------|----------------|-------------|

South Africa Licensing Agreement, by and between DSI Underground Systems, Inc. and H.M. License Company (Proprietary) Limited, dated 15 March 2000, regarding South African Patent No. 2001/6362.

South Africa Licensing Agreement, by and between DSI Underground Systems, Inc. and H.M. License Company (Proprietary) Limited, dated 4 December 2000, regarding South African Patent No. 2001/4161.

**SCHEDULE III
TRADEMARK REGISTRATIONS**

(G) U.S. REGISTERED TRADEMARKS

Trademark _____ Reg. No. _____ Date _____

See attached IP Annex

(H) U.S. TRADEMARK APPLICATIONS

Trademark _____ App. No. _____ Date _____

See attached IP Annex

(I) U.S. TRADEMARK LICENSES

Name of Agreement _____ Parties _____ Date _____

South Africa Licensing Agreement, by and between DSI Underground Systems, Inc. and H.M. License Company (Proprietary) Limited, dated 1 October 2006, regarding the FASLOC mark.

Patent List

DSI Underground Systems, Inc. (f/k/a Fasloc, Inc.)

| Country | Title | Application No. | File Date | Patent No. | Issue Date | Expiration Date |
|---------|--|-----------------|---------------|------------|---------------|-----------------|
| US | GROUTING COMPOSITIONS | 09273040 | 19-Mar-1999 | 6541545 | 01-Apr-2003 | 19-Mar-2019 |
| US | GROUTING COMPOSITIONS | 09/500561 | 09-Feb-2000 | 6545068 | 08-Apr-2003 | 09-Feb-2020 |
| US | ANCHOR BOLT INSTALLATION METHOD | 08/299122 | 2-Sept-1994 | 5,397,202 | 14-March-1995 | 2-Sept-2014 |
| US | COMPRESSIBLE SUPPORT COLUMN | 09/157,563 | 21-Sept-1998 | 6,079,910 | 27-June-2000 | 16-May-2021 |
| US | CABLE COUPLER HAVING RETAINED WEDGES | 11/224,492 | 12-Sept-2005 | 7,384,216 | 10-June-2008 | 12-Sept-2025 |
| US | CABLE COUPLER HAVING RETAINED WEDGES | 12/135,907 | 9-June-2008 | 7690868 | 06-Apr-2010 | 04-Nov-2025 |
| US | TENSION CABLE TRUSS SUPPORT SYSTEM | 08/994,940 | 19-Dec-1997 | 5,913,641 | 22-June-1999 | 19-Dec-2017 |
| US | ROOF TRUSS SHOE HAVING WEDGE RETENTION DEVICE AND METHOD OF USING THE SAME | 11/548,170 | 10-Oct-2006 | 7717650 | 18-May-2010 | 12-Jun-2025 |
| US | WEDGE BARREL FOR A MINE ROOF CABLE BOLT | 10/676,057 | 1-Oct-2003 | 6,881,015 | 19-April-2005 | 1-Oct-2023 |
| US | WEDGE BARREL FOR A TWIN CABLE MINE ROOF BOLT | 11/204,703 | 16-Aug-2005 | 7,066,888 | 27-June-2006 | 16-Aug-2025 |
| US | TRUSS SHOE FOR A MINE ROOF AND METHOD | 10/725,895 | 2-Dec-2003 | 7,119,310 | 10-Oct-2006 | 2-Dec-2023 |
| US | LOW PROFILE MINE ROOF SUPPORT | 12/058,294 | 28-March-2008 | 7,585,394 | 15-Sept-2009 | 28-March-2028 |
| US | EXPANSION SHELL ASSEMBLY | 10/822,455 | 12-April-2004 | 7,722,295 | 25-May-2010 | 11-Jan-2022 |
| US | EXPANSION SHELL ASSEMBLY | 10/044,467 | 11-Jan-2002 | 6,742,966 | 1-June-2004 | 11-Jan-2022 |
| US | GROUND SUPPORT INSERTION TOOL | 12/080,100 | 31-Mar-2008 | 7,712,838 | 11-May-2010 | 31-Mar-2028 |
| US | FRICTION STABILIZERS AND ROOF BOLT HEAD MARKINGS | 12/221,815 | 06-Aug-2008 | 7,780,377 | 24-Aug-2010 | 06-Aug-2028 |
| US | DOME HEADED ROOF BOLT | 12/008,500 | 11-Jan-2008 | | | |

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Dywidag Systems International USA, Inc.

| Country | Title | Application No. | File Date | Patent No. | Issue Date | Expiration Date |
|-----------------|---|-----------------|-------------|------------|-------------|-----------------|
| US | MINE ROOF SUPPORT SYSTEMS | 07/928,496 | 11-Aug-1992 | 5,238,329 | 24-Aug-1993 | 23-Aug-2011 |
| US ¹ | CONCRETE ELEMENTS AND CONNECTORS THEREFOR | 08/146,538 | 01-Nov-1993 | 5,561,956 | 08-Oct-1996 | 01-Nov-2013 |

¹ U.S. Patent No. 5,561,956 was never formally assigned from inventors to Dywidag Systems International USA, Inc.

#4825-5061-9146

Trademark List

DSI Underground Systems, Inc. (f/k/a Fasloc, Inc.)

| Country | Trademark | Ser. No. | File Date | Reg. No. | Reg. Date |
|-----------------|---------------|-----------|--------------|-----------|--------------|
| US | CABLELOC | 74/635060 | 15-Feb-1995 | 1,948,941 | 16-Jan-1996 |
| US ² | COAL POST | 74/248902 | 02-Feb-1992 | 1,732,466 | 17-Nov-1992 |
| US | D-DOME | 77/405364 | 25-Feb-2008 | 3,608,242 | 21-Apr-2009 |
| US | DUO SPEED | 77/688854 | 11-Mar-2009 | 3,691,943 | 06-Oct-2009 |
| US | FASLOC | 73/001824 | 24-Sept-1973 | 1,012,792 | 10-June-1975 |
| US | MINICAGE | 77/088416 | 16-Jan-2007 | 3,472,990 | 22-Jul-2008 |
| US | OMEGA BOLT | 78/327467 | 13-Nov-2003 | 3,059,957 | 21-Feb-2006 |
| US | TANDEM ANCHOR | 77/961716 | 17-Mar-2010 | - | - |
| US | TRI-LOG | 75/612867 | 01-Oct-1999 | 2,488,892 | 11-Sep-2001 |

² Walter Bau-Aktiengesellschaft listed as owner.

#4825-5061-9146

Dywidag Systems International USA, Inc.

| Country | Trademark | Ser. No. | File Date | Reg. No. | Reg. Date |
|---------|-------------------------------------|-----------|-------------|-----------|-------------|
| US | DYNA FORCE | 77/082942 | 15-Jan-2007 | 3,745,005 | 02-Feb-2010 |
| US | DYNASHIELD | 78/408317 | 26-Apr-2004 | 3,086,371 | 25-Apr-2006 |
| US | LOCAL PRESENCE - GLOBAL COMPETITION | 76/598096 | 18-Jun-2004 | 3,043,715 | 17-Jan-2006 |

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