

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		09/27/2013	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as collateral agent
Street Address:	170 South Main Street, Suite 200
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84101
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Serial Number:	78193829	ALPHA BIT
Serial Number:	78881735	ALPHABIT
Serial Number:	77652848	BOART LONGYEAR
Serial Number:	77652853	BOART LONGYEAR
Serial Number:	75201930	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:	77557251	DELTABASE
Serial Number:	77604953	EKLUND

OP \$1065.00 78193829

Serial Number:	77528933	GROUTMASTER
Serial Number:	75460833	LASEROD
Serial Number:	77512545	LF
Serial Number:	85397836	LIGHTNING ROD
Serial Number:	77512551	LM
Serial Number:	72211736	LONGYEAR
Serial Number:	77166738	LONGYEAR
Serial Number:	71674521	LONGYEAR
Serial Number:	77650490	MASTERLINK
Serial Number:	85313319	MKII
Serial Number:	76575649	NITRO-CHUCK
Serial Number:	75898243	PROSONIC
Serial Number:	72379666	Q
Serial Number:	77287808	QUICK DESCENT
Serial Number:	75834299	RQ
Serial Number:	75368027	SECAN
Serial Number:	77218679	STAGE
Serial Number:	77512389	STOPEMASTER
Serial Number:	77512379	STOPEMATE
Serial Number:	78965326	TRUSONIC
Serial Number:	77125354	
Serial Number:	77656458	
Serial Number:	85166806	ULTRAMATRIX
Serial Number:	85313150	UMX
Serial Number:	77183218	V-WALL
Serial Number:	85908183	
Serial Number:	85905876	ONE SOURCE
Serial Number:	85331194	RST

CORRESPONDENCE DATA

Fax Number: 8005431983

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-701-3365

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: c/o Cahill Gordon & Reindel LLP

TRADEMARK
REEL: 005119 FRAME: 0199

Address Line 2: 80 Pine Street
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/Michael Barys TR/
Date:	09/27/2013

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of September 27, 2013, by Longyear TM, Inc. (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a U.S. Security and Pledge Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor 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 Indenture, the Grantor 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. Each Grantor 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 Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

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 Grantor 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 Grantor 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. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to U.S. Bank National Association, as Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by U.S. Bank National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as the Bank Collateral Agent, U.S. Bank National Association, as Trustee and as Notes Collateral Agent, and acknowledged and consented to by the Grantor (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, each Grantor 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,

LONGYEAR TM, INC.

By: 
Name: Frank Jamieson Clement
Title: Treasurer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Brandon Elzinga
Title: Vice President

[Boart Longyear U.S. Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 005119 FRAME: 0204

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Longyear TM, Inc.	78/193,829	ALPHA BIT
Longyear TM, Inc.	78/881,735	ALPHA BIT
Longyear TM, Inc.	77/652,848	BOART LONGYEAR
Longyear TM, Inc.	77/652,853	BOART LONGYEAR
Longyear TM, Inc.	75/201,930	BOART LONGYEAR
Longyear TM, Inc.	77/651,152	BOART LONGYEAR (Stylized - Double Stack)
Longyear TM, Inc.	77/651,157	BOART LONGYEAR (Stylized - Double Stack)
Longyear TM, Inc.	77/651,344	BOART LONGYEAR (Stylized - Single Stack)
Longyear TM, Inc.	77/651,281	BOART LONGYEAR (Stylized - Triple Stack)
Longyear TM, Inc.	75/305,358	CIRCULAR SYMBOL DEVICE
Longyear TM, Inc.	77/655,751	CIRCULAR SYMBOL DEVICE
Longyear TM, Inc.	77/655,754	CIRCULAR SYMBOL DEVICE
Longyear TM, Inc.	77/557,251	DELTABASE
Longyear TM, Inc.	77/604,953	EKLUND
Longyear TM, Inc.	77/528,933	GROUTMASTER
Longyear TM, Inc.	75/460,833	LASEROD
Longyear TM, Inc.	77/512,545	LF
Longyear TM, Inc.	85/397,836	LIGHTNING ROD
Longyear TM, Inc.	77/512,551	LM
Longyear TM, Inc.	72/211,736	LONGYEAR
Longyear TM, Inc.	77/166,738	LONGYEAR
Longyear TM, Inc.	71/674,521	LONGYEAR
Longyear TM, Inc.	77/650,490	MASTERLINK
Longyear TM, Inc.	85/313,319	MKII
Longyear TM, Inc.	76/575,649	NITRO-CHUCK
Longyear TM, Inc.	75/898,243	PROSONIC
Longyear TM, Inc.	72/379,666	Q
Longyear TM, Inc.	77/287,808	QUICK DESCENT
Longyear TM, Inc.	75/834,299	RQ
Longyear TM, Inc.	75/368,027	SECAN
Longyear TM, Inc.	77/218,679	STAGE
Longyear TM, Inc.	77/512,389	STOPEMASTER
Longyear TM, Inc.	77/512,379	STOPEMATE
Longyear TM, Inc.	78/965,326	TRU SONIC
Longyear TM, Inc.	77/125,354	TWO BAR LOGO (w/color)
Longyear TM, Inc.	77/656,458	TWO BAR LOGO (w/color)
Longyear TM, Inc.	85/166,806	ULTRAMATRIX
Longyear TM, Inc.	85/313,150	UMX
Longyear TM, Inc.	77/183,218	V-WALL

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Longyear TM, Inc.	85/908,183	CIRCULAR SYMBOL DEVICE
Longyear TM, Inc.	85/905,876	ONE SOURCE
Longyear TM, Inc.	85/331,194	RST