

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM321517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Term Loan A)		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		10/22/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	Suite 1290, 50 South Sixth Street		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	3934912	BOART LONGYEAR	
Registration Number:	3975012	BOART LONGYEAR	
Registration Number:	3742705	BOART LONGYEAR	
Registration Number:	3938386	BOART LONGYEAR	
Registration Number:	3938387	BOART LONGYEAR	
Registration Number:	2421665		
Registration Number:	3854450		
Registration Number:	3966751		
Registration Number:	3706618	DELTABASE	
Registration Number:	3678082	EKLUND	
Registration Number:	3857403	GROUTMASTER	
Registration Number:	3706387	LF	
Registration Number:	4134645	LIGHTNING ROD	
Registration Number:	3706388	LM	
Registration Number:	0805775	LONGYEAR	
Registration Number:	3931275	LONGYEAR	
Registration Number:	0615697	LONGYEAR	
Registration Number:	3703437	MASTERLINK	
Registration Number:	3124021	NITRO-CHUCK	
TRADEMARK			

CH \$1140.00 3934912

Property Type	Number	Word Mark
Registration Number:	0924673	Q
Registration Number:	3658777	QUICK DESCENT
Registration Number:	2450185	RQ
Registration Number:	2268289	SECAN
Registration Number:	3793545	STAGE
Registration Number:	3793848	STOPEMASTER
Registration Number:	3706384	STOPEMATE
Registration Number:	3855095	TRUSONIC
Registration Number:	3439077	
Registration Number:	3958312	
Registration Number:	4104644	UMX
Registration Number:	3658643	V-WALL
Registration Number:	2413411	LASEROD
Registration Number:	3977616	ULTRAMATRIX
Registration Number:	4218816	MKII
Registration Number:	4038903	BOART LONGYEAR
Registration Number:	3948253	BOART LONGYEAR
Registration Number:	2826589	ALPHA BIT
Registration Number:	3246980	ALPHABIT
Registration Number:	4392795	RST
Registration Number:	0968971	
Registration Number:	4440127	
Registration Number:	4440023	ONE SOURCE
Serial Number:	86245940	TRUCORE
Serial Number:	86295290	TRUSHOT
Serial Number:	78839083	ISOFLOW

CORRESPONDENCE DATA

Fax Number: 3128622200

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

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	11289-30 RMP
NAME OF SUBMITTER:	RENEE M. PRESCAN
SIGNATURE:	/Renee M. Prescan/

TRADEMARK

REEL: 005390 FRAME: 0088

DATE SIGNED:	10/29/2014
Total Attachments: 7 source=Boart Trademark Agreement TLA_(33776920_3)#page1.tif source=Boart Trademark Agreement TLA_(33776920_3)#page2.tif source=Boart Trademark Agreement TLA_(33776920_3)#page3.tif source=Boart Trademark Agreement TLA_(33776920_3)#page4.tif source=Boart Trademark Agreement TLA_(33776920_3)#page5.tif source=Boart Trademark Agreement TLA_(33776920_3)#page6.tif source=Boart Trademark Agreement TLA_(33776920_3)#page7.tif	

Trademark Security Agreement

This Trademark Security Agreement, dated as of October 22, 2014, is made by Longyear TM, Inc. (the "Grantor"), in favor of Wilmington Trust, National Association, in its capacity as collateral agent pursuant to the Term Loan A Securities Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

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 Term Loan A Securities Agreement, 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. The 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 the Grantor (other than Excluded Assets), which shall include:

- (a) all Trademarks listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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 the 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.

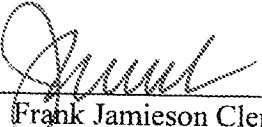
SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 5. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to Wilmington Trust, National Association, as Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Wilmington Trust, National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement. 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.

Longyear TM, Inc.

By: 
Name: Frank Jamieson Clement
Title: Treasurer

Term A Securities Agreement

TRADEMARK
REEL: 005390 FRAME: 0092

Schedule I

Registered Trademarks

<u>Registration No.</u>	<u>Country</u>	<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
3,934,912	US	BOART LONGYEAR	Longyear TM, Inc.	77/652,848	1/20/2009	3/22/2011
3,975,012	US	BOART LONGYEAR	Longyear TM, Inc.	77/652,853	1/20/2009	6/7/2011
3,742,705	US	BOART LONGYEAR	Longyear TM, Inc.	75/201,930	11/21/1996	1/26/2010
3,938,386	US	BOART LONGYEAR	Longyear TM, Inc.	77/651,152	1/16/2009	3/29/2011
3,938,387	US	(Stylized - Double Stack) BOART LONGYEAR	Longyear TM, Inc.	77/651,344	1/16/2009	3/29/2011
2,421,665	US	(Stylized - Single Stack) CIRCULAR SYMBOL DEVICE	Longyear TM, Inc.	75/305,358	6/9/1997	1/16/2001
3,854,450	US	CIRCULAR SYMBOL DEVICE	Longyear TM, Inc.	77/655,751	1/23/2009	9/28/2010
3,966,751	US	CIRCULAR SYMBOL DEVICE	Longyear TM, Inc.	77/655,754	1/23/2009	5/24/2011
3,706,618	US	DELTABASE	Longyear TM, Inc.	77/557,251	8/27/2008	11/3/2009
3,678,082	US	EKLUND	Longyear TM, Inc.	77/604,953	10/31/2008	9/1/2009
3,857,403	US	GROUTMASTER	Longyear TM, Inc.	77/528,933	7/23/2008	10/5/2010
3,706,387	US	LF	Longyear TM, Inc.	77/512,545	7/1/2008	11/3/2009
4,134,645	US	LIGHTNING ROD	Longyear TM, Inc.	"85/397,836	8/15/2011	5/1/2012
3,706,388	US	LM	Longyear TM, Inc.	77/512,551	7/1/2008	11/3/2009
805775	US	LONGYEAR	Longyear TM, Inc.	72/211,736	2/10/1965	3/15/1966
3931275	US	LONGYEAR	Longyear TM, Inc.	77/166,738	4/26/2007	3/15/2011
615697	US	LONGYEAR	Longyear TM, Inc.	71/674,521	10/8/1954	11/8/1955
3,703,437	US	MASTERLINK	Longyear TM, Inc.	77/650,490	1/15/2009	10/27/2009
3124021	US	NITRO-CHUCK	Longyear TM, Inc.	76/575,649	1/30/2004	8/1/2006
924673	US	Q	Longyear TM, Inc.	72/379,666	12/28/1970	11/30/1971
3,658,777	US	QUICK DESCENT	Longyear TM, Inc.	77/287,808	9/25/2007	7/21/2009
2,450,185	US	RQ	Longyear TM, Inc.	75/834,299	10/28/1999	5/8/2001
2,268,289	US	SECAN	Longyear TM, Inc.	75/368,027	10/3/1997	8/10/1999
3,793,545	US	STAGE	Longyear TM, Inc.	77/218,679	6/29/2007	5/25/2010
3,793,848	US	STOPEMASTER	Longyear TM, Inc.	77/512,389	7/1/2008	5/25/2010
3,706,384	US	STOPEMATE	Longyear TM, Inc.	77/512,379	7/1/2008	11/3/2009
3,855,095	US	TRUSONIC	Longyear TM, Inc.	78/965,326	8/31/2006	9/28/2010

<u>Registration No.</u>	<u>Country</u>	<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
3,439,077	US	TWO BAR LOGO (w/color)	Longyear TM, Inc.	77/125,354	3/8/2007	6/3/2008
3,958,312	US	TWO BAR LOGO (w/color)	Longyear TM, Inc.	"77/656,458	1/16/2009	5/10/2011
4,104,644	US	UMX	Longyear TM, Inc.	85/313,150	5/5/2011	2/28/2012
3,658,643	US	V-WALL	Longyear TM, Inc.	77/183,218	5/17/2007	7/21/2009
2,413,411	US	LASEROD	Longyear TM, Inc.	75/460,833	4/2/1998	12/19/2000
3977616	US	ULTRAMATRIX	Longyear TM, Inc.	85/166,806	5/5/2011	6/14/2011
4218816	US	MKII	Longyear TM, Inc.	85/313,319	5/5/2011	10/2/2012
4038903	US	BOART LONGYEAR (Stylized - Triple Stack)	Longyear TM, Inc.	77/651,281	1/16/2009	10/11/2011
3,948,253	US	BOART LONGYEAR (Stylized - Double Stack)	Longyear TM, Inc.	77/651,157	1/16/2009	4/19/2011
2826589	US	ALPHA BIT	Longyear TM, Inc.	78/193,829	12/12/2002	3/23/2004
3246980	US	ALPHA BIT	Longyear TM, Inc.	78/881,735	5/11/2006	5/29/2007
4392795	US	ISOFLOW	Longyear TM, Inc.	78839083	3/16/2006	8/27/2013
968,971	US	CIRCULAR SYMBOL DEVICE	Longyear TM, Inc.	72/381,063	1/15/1971	9/25/1973
4440127	US	CIRCULAR SYMBOL DEVICE	Longyear TM, Inc.	85/908,183	4/18/2013	11/26/2013
4440023	US	ONE SOURCE	Longyear TM, Inc.	85/905,876	4/16/2013	11/26/2013
4,392,795	US	RST	Longyear TM, Inc.	85/331,194	5/26/2011	8/27/2013

Trademark Applications

<u>Serial No.</u>	<u>Countries</u>	<u>Mark</u>	<u>Status</u>	<u>Current Owner</u>	<u>Date of Application</u>
86/245,940	US	TRUCORE	PENDING	Longyear TM, Inc.	6-Apr-14
86295290	US	TRUSHOT	PENDING	Longyear TM, Inc.	May 29, 2014