

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472008

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Longyear TM, Inc.		04/30/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	170 SOUTH MAIN ST., SUITE 200		
<b>City:</b>	SALT LAKE CITY		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84101		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5434215	TRUSCAN	
<b>Registration Number:</b>	5419579	FREEDOM	
<b>Serial Number:</b>	87193734	TRULOG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043784000		
<i>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.</i>			
<b>Phone:</b>	7043778156		
<b>Email:</b>	jcarusone@robinsonbradshaw.com		
<b>Correspondent Name:</b>	Jennifer Carusone		
<b>Address Line 1:</b>	101 N. Tryon Street, Suite 1900		
<b>Address Line 2:</b>	Robinson, Bradshaw & Hinson, P.A.		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28246		
<b>NAME OF SUBMITTER:</b>	Jennifer Carusone		
<b>SIGNATURE:</b>	/Jennifer Carusone/		
<b>DATE SIGNED:</b>	05/01/2018		
<b>Total Attachments: 4</b>			
source=10791336_v1_Boart_Secured Notes_US Trademark Security Agreement--April 2018#page1.tif			
source=10791336_v1_Boart_Secured Notes_US Trademark Security Agreement--April 2018#page2.tif			
source=10791336_v1_Boart_Secured Notes_US Trademark Security Agreement--April 2018#page3.tif			

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of April 30, 2018 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 dated as of September 27, 2013 (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, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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:

- (a) Trademarks of the 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, the 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: Jeffery Olsen  
Title: Secretary

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

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>
5434215	US	TRUSCAN	Longyear TM, Inc.	87/193,722	05-Oct-16	21-Feb-17
5419579	US	FREEDOM	Longyear TM, Inc.	87/315,094	26-Jan-17	06-Mar-18

Trademark Applications

<u>Serial No.</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>Owner</u>	<u>Filing Date</u>
87/193,734	US	TRULOG	PENDING	Longyear TM, Inc.	05-Oct-16