

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490715

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Interest (Term Loan B) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Longyear TM, Inc. | | 09/19/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Trust, National Association | | |
| Street Address: | 50 South Sixth St., Suite 1290 | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5360252 | TRUCORE | |
| Registration Number: | 5419579 | FREEDOM | |
| Registration Number: | 5434215 | TRUSCAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Phone: | 7043778156 | | |
| Email: | JCarusone@robinsonbradshaw.com | | |
| Correspondent Name: | Jennifer Carusone | | |
| Address Line 1: | 101 N. Tryon St., Suite 1900 | | |
| Address Line 2: | Robinson, Bradshaw & Hinson, P.A. | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28246 | | |
| NAME OF SUBMITTER: | Jennifer Carusone | | |
| SIGNATURE: | /Jennifer Carusone/ | | |
| DATE SIGNED: | 09/20/2018 | | |
| Total Attachments: 4 | | | |
| source=Sep. 2018_Longyear TM Inc._Wilmington Trust Loan B_Trademark Security Agreement#page1.tif | | | |
| source=Sep. 2018_Longyear TM Inc._Wilmington Trust Loan B_Trademark Security Agreement#page2.tif | | | |
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Trademark Security Agreement

Trademark Security Agreement, dated as of September 19, 2018, by Longyear TM, Inc. (the "Grantor"), in favor of Wilmington Trust, National Association, in its capacity as collateral agent pursuant to the Term Loan B Securities Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a U.S. Security and Pledge Agreement dated as of October 22, 2014 (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 B 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, 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.

Longyear TM, Inc.

By: 
Name: Jeffrey Olsen
Title: Secretary

Schedule I

Trademarks

| <u>Registration No.</u> | <u>Country</u> | <u>Mark</u> | <u>Owner</u> | <u>Status</u> | <u>Registration Date</u> |
|--------------------------------|-----------------------|--------------------|---------------------|----------------------|---------------------------------|
| 5,360,252 | U.S. | TRUCORE | Longyear TM, Inc. | Registered | 19-Dec-17 |
| 5,419,579 | U.S. | FREEDOM | Longyear TM, Inc. | Registered | 06-Mar-18 |
| 5,434,215 | U.S. | TRUSCAN | Longyear TM, Inc. | Registered | 27-Mar-18 |