

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503899

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		12/31/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	1100 N. Market St.
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2826589	ALPHA BIT
Registration Number:	3246980	ALPHABIT
Registration Number:	3742705	BOART LONGYEAR
Registration Number:	3934912	BOART LONGYEAR
Registration Number:	3975012	BOART LONGYEAR
Registration Number:	3938386	BOART LONGYEAR
Registration Number:	3948253	BOART LONGYEAR
Registration Number:	3938387	BOART LONGYEAR
Registration Number:	4038903	BOART LONGYEAR
Registration Number:	2421665	
Registration Number:	3854450	
Registration Number:	3966751	
Registration Number:	4440127	
Registration Number:	5419579	FREEDOM
Registration Number:	2413411	LASEROD
Registration Number:	3706387	LF
Registration Number:	4134645	LIGHTNING ROD
Registration Number:	5019418	MINISONIC

CH \$815.00 2826589

Property Type	Number	Word Mark
Registration Number:	4218816	MKII
Registration Number:	4440023	ONE SOURCE
Registration Number:	0924673	Q
Registration Number:	3658777	QUICK DESCENT
Registration Number:	2450185	RQ
Registration Number:	4392795	RST
Registration Number:	2268289	SECAN
Registration Number:	3793545	STAGE
Registration Number:	3793848	STOPEMASTER
Registration Number:	3706384	STOPEMATE
Registration Number:	5360252	TRUCORE
Registration Number:	5434215	TRUSCAN
Registration Number:	4104644	UMX
Registration Number:	3658643	V-WALL

CORRESPONDENCE DATA

Fax Number:

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: 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: 12/31/2018

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 31, 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 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 such Grantor (other than Excluded Assets):

- (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.

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. 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 Agreements. 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 Agreements (as defined in the Security Agreement). In the event of any conflict between the terms of any Intercreditor Agreement and the terms of this Agreement, the terms of such 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.

GRANTOR:

LONGYEAR TM, INC.,

By: 

Name: Robert Closner

Title: President

Schedule I
Trademarks

Registration No.	Country	Mark	Owner	Serial No.	Filing Date	Registration Date
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
3,742,705	US	BOART LONGYEAR	Longyear TM, Inc.	75/201,930	11/21/1996	1/26/2010
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
3,938,386	US	BOART LONGYEAR (Stylized - Double Stack)	Longyear TM, Inc.	77/651,152	1/16/2009	3/29/2011
3,948,253	US	BOART LONGYEAR (Stylized - Double Stack)	Longyear TM, Inc.	77/651,157	1/16/2009	4/19/2011
3,938,387	US	BOART LONGYEAR (Stylized - Single Stack)	Longyear TM, Inc.	77/651,344	1/16/2009	3/29/2011
4038903	US	BOART LONGYEAR (Stylized - Triple Stack)	Longyear TM, Inc.	77/651,281	1/16/2009	10/11/2011
2,421,665	US	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
4440127	US	CIRCULAR SYMBOL DEVICE	Longyear TM, Inc.	85/908,183	4/18/2013	11/26/2013

Registration No.	Country	Mark	Owner	Serial No.	Filing Date	Registration Date
5,419,579	US	FREEDOM	Longyear TM, Inc.	87/315,094	1/26/2017	3/6/2018
2,413,411	US	LASEROD	Longyear TM, Inc.	75/460,833	4/2/1998	12/19/2000
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
5,019,418	US	MINISONIC	Longyear TM, Inc.	86/523,165	4/26/2005	8/9/2016
4218816	US	MKII	Longyear TM, Inc.	85/313,319	5/5/2011	10/2/2012
4440023	US	ONE SOURCE	Longyear TM, Inc.	85/905,876	4/16/2013	11/26/2013
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
4,392,795	US	RST	Longyear TM, Inc.	85/331,194	5/26/2011	8/27/2013
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	STOPEMASTE R	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
5,360,252	US	TRUCORE	Longyear TM, Inc.	86/245,940	4/8/2014	12/19/2017
5,434,215	US	TRUSCAN	Longyear TM, Inc.	87193,722	10/5/2016	3/27/2018
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