

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM550121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		11/14/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	1100 N. MARKET ST.		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88628679	TRUCORE UPIX	
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 Street, 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:	11/20/2019		
Total Attachments: 4			
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Trademark Security Agreement

Trademark Security Agreement, dated as of November 14, 2019 by Longyear TM, Inc. (the "Grantor"), in favor of Wilmington Trust, National Association, in its capacity as collateral agent pursuant to the Term Loan 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 dated as of September 1, 2017 (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 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 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 (i) the Intercreditor Agreement, dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Notes Intercreditor Agreement"), among Bank of America, N.A., as collateral agent under the existing credit agreement and U.S. Bank National Association, as


collateral agent under that certain Indenture, dated as of September 18, 2013 among the Obligors and U.S. Bank National Association, as trustee and as collateral agent, as amended, restated, supplemented or modified from time to time, including (a) via joinder by the Agent in connection with each of the term loan A securities agreement dated as of October 22, 2014 by and among the Obligors, the purchasers party thereto, and Wilmington Trust, National Association, as agent thereunder, as amended through the date hereof, including pursuant to that certain fourth amendment to the Existing Term Loan A Securities Agreement and that certain fifth amendment to the Existing Term Loan A Securities Agreement, each dated as of on or about the Credit Extension Date, and as further amended, restated or otherwise modified from time to time (the “Existing Term Loan A Securities Agreement”) and the term loan securities agreement, dated as of October 22, 2014 by and among the Obligors, the purchasers party thereto, and Wilmington Trust, National Association, as agent thereunder, as amended through the date hereof, including pursuant to that certain fourth amendment to the Term Loan B Securities Agreement and that certain fifth amendment to the Term Loan B Securities Agreement, each dated as of on or about the Credit Extension Date, and as further amended, restated or otherwise modified from time to time (the “Existing Term Loan B Securities Agreement”), (b) via joinder by PNC Bank, National Association, as administrative agent under that certain revolving credit and security agreement dated as of May 29, 2015 by and among the Obligors, the financial institutions party thereto and PNC Bank, National Association, as the same may be amended, amended and restated, replaced and restated, extended, supplemented and/or otherwise modified from time to time (the “Revolving Credit and Security Agreement”) and (c) via joinder by the Agent in connection with the Term Loan Securities Agreement, (ii) the Second Amended and Restated Intercreditor Agreement, amended and restated as of the date hereof and originally dated as of May 29, 2015 and previously amended and restated as of April 2, 2017 (as further amended, restated, supplemented or otherwise modified from time to time, the “ABL Intercreditor Agreement” and, together with the Notes Intercreditor Agreement, the “Intercreditor Agreements”), among PNC Bank National Association, as administrative agent under the Revolving Credit and Security Agreement, Wilmington Trust, National Association, as the agent under the Existing Term Loan A Securities Agreement and the Agent in connection with the Term Loan Securities Agreement, and (iii) the Amended and Restated Senior / Junior Term Loan Intercreditor Agreement, amended and restated as of the date hereof and originally dated as of April 2, 2017 (as further amended, restated, supplemented or otherwise modified from time to time, the “Senior / Junior Term Loan Intercreditor Agreement”), among Wilmington Trust, National Association, as the agent under the Existing Term Loan A Securities Agreement and the Agent in connection with the Term Loan Securities Agreement. In the event of any conflict between the terms of the Intercreditor Agreements and the terms of this Agreement, the terms of the applicable 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.

GRANTOR:

LONGYEAR TM, INC.

By: 
Name: Jeffrey Olsen
Title: Secretary

Schedule 1

Trademark Registrations

None.

Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>
TRUCORE UPIX	US	Longyear TM, Inc.	88628679	Sep. 24, 2019