

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646495

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900614430

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Longyear TM, Inc.		05/04/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	170 SOUTH MAIN ST., SUITE 200
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84101
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	90452270	TRUSTRUCTURE
Serial Number:	90452265	TRUVISION

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: c/o Robinson, Bradshaw & Hinson, P.A.
Address Line 4: Charlotte, NORTH CAROLINA 28246

NAME OF SUBMITTER:	Jennifer Carusone
SIGNATURE:	/Jennifer Carusone/
DATE SIGNED:	05/13/2021

Total Attachments: 4

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Trademark Security Agreement

Trademark Security Agreement, dated as of May 4, 2021 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.

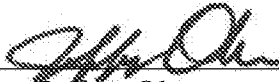
SECTION 6. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to U.S. Bank National Association, as Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by U.S. Bank National 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: Jeffrey Olsen
Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Trademarks

None.

Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>
TRUSTRUCTURE	US	Longyear TM, Inc.	90/452,270	Jan. 7, 2021
TRUVISION	US	Longyear TM, Inc.	90/452,265	Jan. 7, 2021