

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of First Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		02/17/2017	Bank: GERMANY
RECEIVING PARTY DATA			
Name:	Blackhawk Mining LLC		
Street Address:	3228 Summit Square Place, Suite 180		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40509		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86607082	BLACKHAWK MINING	
Serial Number:	86607089	LOGAN & KANAWHA	
Serial Number:	86607060	L&K	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	02/28/2017		
Total Attachments: 5			
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**RELEASE OF SECURITY INTEREST IN TRADEMARKS
(FIRST LIEN)**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN) (this “Release”), dated as of February 17, 2017 (the “Effective Date”), is made by Deutsche Bank AG New York Branch, in its capacity as Collateral Agent (the “Agent”), in favor of the pledgor party identified on the signature page hereto (the “Pledgor”).

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of October 28, 2015, by and among the Agent, the Pledgor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Pledgor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Pledgor executed and delivered a First Lien Trademark Security Agreement, dated as of October 28, 2015 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

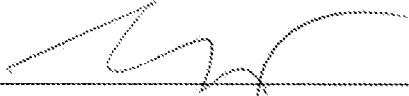
WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 30, 2015 at Reel/Frame 5656/0572;

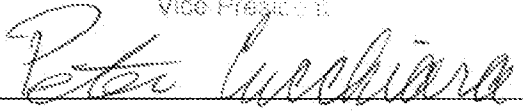
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the following (collectively, “Trademark Collateral”) arising under the Security Agreement and the Trademark Security Agreement: (a) Trademarks of such Pledgor set forth Schedule I attached hereto, (b) all Goodwill associated with such Trademarks, and (c) all Proceeds of any and all of the foregoing (other than Excluded Assets). If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Pledgor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Pledgor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgor, at the Pledgor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

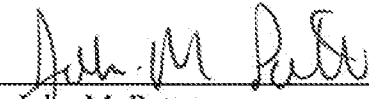
DEUTSCHE BANK AG NEW YORK
BRANCH, acting in its capacity as Collateral
Agent

By: 
Name: _____
Title: Benjamin [unclear]
Vice President

By: 
Name: Peter Cucchiara
Title: Vice President

PLEDGOR:

BLACKHAWK MINING LLC, as Pledgor

By: 
Name: John M. Potter
Title: Chief Executive Officer

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

None.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Blackhawk Mining LLC	86/607082	Blackhawk Mining
Blackhawk Mining LLC	86/607089	Logan & Kanawha
Blackhawk Mining LLC	86/607060	L&K

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Deutsche Bank AG New York Branch

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) Germany

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 17, 2017

- Assignment
- Security Agreement
- Other Release of First Lien Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Blackhawk Mining LLC

Street Address: 3228 Summit Square Place, Suite 180

City: Lexington

State: KY

Country: USA Zip: 40509

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC-KY Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Attached Schedule I

See Attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

February 27, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450