# OP \$365.00 275659

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM452394

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release (Reel 5309 / Frame 0144)

#### **CONVEYING PARTY DATA**

Name	Formerly	<b>Execution Date</b>	Entity Type
PNC Bank, National Association		11/28/2017	Bank: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	CONSOL Energy Inc.
Street Address:	1000 CONSOL Energy Drive
City:	Canonsburg
State/Country:	PENNSYLVANIA
Postal Code:	15317
Entity Type:	Corporation: DELAWARE
Name:	Amvest LLC
Street Address:	1000 CONSOL Energy Drive
City:	Canonsburg
State/Country:	PENNSYLVANIA
Postal Code:	15317
Entity Type:	Limited Liability Company: VIRGINIA

#### **PROPERTY NUMBERS Total: 14**

PROPERTY NUMBERS TOTAL. 14			
Property Type	Number	Word Mark	
Registration Number:	2756594	CONSOL ENERGY	
Registration Number:	2756595	CE CONSOL ENERGY	
Registration Number:	3550867	AMERICA'S ON SWITCH	
Registration Number:	4179710	CONSOL ENERGY CENTER	
Registration Number:	4042449	CONSOL ENERGY CENTER	
Registration Number:	4115252	CONSOL ENERGY CENTER	
Registration Number:	4179741	CONSOL ENERGY CENTER	
Registration Number:	4242300	CONSOL ENERGY	
Registration Number:	4242301	CE CONSOL ENERGY	
Registration Number:	3903862	CONSOL ENERGY	
Registration Number:	3904430	CE CONSOL ENERGY PARK	
Registration Number:	0692611	CONSOL	
Registration Number:	2756596	CE	
	•	TRADEMARK	

900430064 REEL: 006214 FRAME: 0656

Property Type	Number	Word Mark
Registration Number:	1255532	AMVEST

#### **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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:** 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:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	11/28/2017

#### **Total Attachments: 7**

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## 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):	2. Name and address of receiving party(ies)		
DV0 D	Additional names, addresses, or citizenship attached?		
PNC Bank, National Association	Name: 1. CONSOL Energy Inc2. Amvest LLC —		
Individual(s) Association	Street Address: 1000 CONSOL Energy Drive		
☐ Partnership ☐ Limited Partnership	City: Canonsburg		
Corporation- State:	State: PA		
X Other			
Citizenship (see guidelines) U.S.A.			
Additional names of conveying parties attached? Yes X No	Individual(s) Citizenship  Association Citizenship		
	Partnership Citizenship		
3. Nature of conveyance/Execution Date(s):	Limited Partnership Citizenship		
Execution Date(s) November 28, 2017			
Assignment Merger	Corporation Citizenshin 1. Corporation - Delaware  Other2. Limited liability company ip USA		
Security Agreement Change of Name	If assignee Virginia Company in Date a domestic		
Other Release (Reel 5309 / Frame 0144)	representative designation is attached: Yes No (Designations must be a separate document from assignment)		
Application number(s) or registration number(s) and     A. Trademark Application No.(s)  Text	B. Trademark Registration No.(s) See attached Schedule I		
Additional sheet(s) attached? X Yes N			
C. Identification or Description of Trademark(s) (and Filing  5. Name & address of party to whom correspondence			
concerning document should be mailed: Name: Doris Ka, Legal Assistant	6. Total number of applications and registrations involved:		
Internal Address: Cahill Gordon & Reindel LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
Street Address: 80 Pine Street	Authorized to be charged to deposit account Enclosed		
City:New York	8. Payment Information:		
State: NY Zip: 10005			
Phone Number: (212) 701-3569			
Docket Number: 68010.020	Deposit Account Number		
Email Address: dka@cahill.com	Authorized User Name		
9. Signature: 6 005 K2	November 28, 2017		
Signature	Date		
Doris Ka	Total number of pages including cover 7		
Name of Person Signing	sheet, attachments, and document:		

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

#### RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS

This RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Release"), dated as of November 28, 2017 (the "Effective Date"), is made by PNC Bank, National Association, in its capacity as Collateral Agent (the "Agent"), in favor of the grantor parties identified on the signature page hereto (the "Grantors").

WHEREAS, pursuant to that certain Amended and Restated Security Agreement, dated as of June 18, 2014, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantors granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered an Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of June 18, 2014 (the "Patent, Trademark and Copyright Security Agreement"), for recordal with the United States Patent and Trademark Office and the United States Copyright Office;

WHEREAS, the Patent, Trademark and Copyright Security Agreement was recorded with the United States Patent and Trademark Office on June 25, 2014 at Reel/Frame 033175/0604 and at Reel/Frame 5309/0144, and at the United States Copyright Office on June 27, 2014 at Volume/Document 9912/316;

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

- 1. <u>Defined Terms</u>. 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 Patent, Trademark and Copyright Security Agreement, as applicable.
- 2. Partial Release. The Agent, without representation or warranty of any kind, hereby irrevocably releases, discharges, terminates and cancels its lien on and its security interest in and to all of the patents and patent applications set forth on Schedule 1 attached hereto, the trademark registrations and applications set forth on Schedule 2 attached hereto and the copyright registrations and applications set forth on Schedule 3 attached hereto (collectively, the "Released IP Collateral"), in each case arising under the Security Agreement and the Patent, Trademark and Copyright Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released IP Collateral under the Patent, Trademark and Copyright 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 Grantor.
- 3. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor 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 Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 4. <u>Governing Law</u>. This Release shall be governed exclusively under the laws 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:

PNC Bank, National Association, acting in its capacity as Collateral Agent for the Secured Parties

By:

Name: Mahir J. Desai Fitle: Vice President

**REEL: 006214 FRAME: 0660** 

#### **GRANTORS:**

CNX RESOURCES CORPORATION (formerly known

as CONSOL ENERGY INC.)

Name: Stephen W. Johnson

Title: Executive Vice President and Chief Administrative Officer

AMVEST LLC (formerly known as AMVEST

CORPORATION)

Name: Stephen W. Johnson

Title: Authorized Signatory

Schedule 1
Patent Collateral recorded June 25, 2014 at Reel/Frame 033175/0604

OWNER	REGISTRATION NUMBER	DESCRIPTION	
Consolidated Coal Company**	5,185,935	Method and Apparatus for Separation	
Consolidated Coal Company**	(Patent Term Expired)	Measurement and Alignment System	
	5,921,862	An Air Flow Reversal Prevention Door	
CONSOL Energy Inc.	(11.5 Year Maintenance Fee Paid – Patent Expires 1/30/2018)	Assembly	
	6,659,269	Apparatus and Method for Temporary	
CONSOL Energy Inc.	(Patent expired due to nonpayment of maintenance fee)	Support and Isolation for a Conveyor Belt	
	6,755,480	"Drum-Type Dual Channel Water-Jet	
Amvest Corporation*	(Patent expired due to nonpayment of maintenance fee)	Assisted Cutting Head"	
Amvest Corporation*	6,283,277	"Self-Propelled, Mobile Articulated	
	(11.5 Year Maintenance Fee Paid – Patent Expires 7/15/2019)	Tramming Haulage Conveyors System for Mining Operations"	
	6,364,418	"Cutting Heads for Horizontal Remote	
Amvest Corporation*	(Patent expired due to nonpayment of maintenance fee)	Mining System"	
	6,612,655	"Mining System and Method Featuring	
Amvest Corporation*	(Patent expired due to nonpayment of maintenance fee)	a Bread Loaf Shaped Borehole"	
Amvest Corporation*	5,879,057	"Horizontal Remote Mining System and	
Anivest Corporation	(Patent Expired)	Method"	
Amvest Corporation*	6,409,276	"Water-jet Assisted Drum-type Mining	
	(Patent expired due to nonpayment of maintenance fee)	System"	

\*\*Currently: CONSOL Energy Inc.

\*Current name: Amvest LLC

Schedule 2
Trademark Collateral recorded June 25, 2014 at Reel/Frame 5309/0144

OWNER	REGISTRATION NUMBER	TRADEMARK
CONSOL Energy Inc.	2,756,594	CONSOL ENERGY
CONSOL Energy Inc.	2,756,595	CE CONSOL ENERGY (w/design)
CONSOL Energy Inc.	3,550,867	AMERICA'S ON SWITCH
CONSOL Energy Inc.	4,179,710	CONSOL ENERGY CENTER (TM)
CONSOL Energy Inc.	4,042,449	CONSOL ENERGY CENTER (SM)
CONSOL Energy Inc.	4,115,252	CONSOL ENERGY CENTER
CONSOL Energy Inc.	4,179,741	CONSOL ENERGY CENTER
		(w/design)
CONSOL Energy Inc.	4,242,300	CONSOL ENERGY
CONSOL Energy Inc.	4,242,301	CE CONSOL ENERGY (w/design)
CONSOL Energy Inc.	3,903,862	CONSOL ENERGY
CONSOL Energy Inc.	3,904,430	CE CONSOL ENERGY PARK
		(w/design)
CONSOL Energy Inc.	692,611	CONSOL
CONSOL Energy Inc.	2,756,596	CE DESIGN
Amvest LLC	1,255,532	AMVEST
	(Registration Cancelled)	

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TRADE

Schedule 3

Copyright Collateral recorded June 27, 2014 at Volume/Document 9912/316

Owner	Title	Registration No.	Registration
			Date
	Landfill cost model for disposal of coal combustion products, version 1.0	TX0005746937	03/10/2003

TRADEMARK REEL: 006214 FRAME: 0664

**RECORDED: 11/28/2017**