OP \$40.00 2112295

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM456998

Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OXBOW CALCINING LLC		01/04/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	101 N. TRYON STREET, 5TH FLOOR
Internal Address:	MAIL CODE: NC1-001-05-45
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2112295	CARBO COKE

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com, sandraday@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4640
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	01/05/2018

Total Attachments: 4

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NOTICE

OF

GRANT OF SECURITY INTEREST

IN

TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Second Lien Security and Pledge Agreement dated as of January 4, 2018 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Grantors party thereto (each, a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the holders of the Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in, and a right to set off against, the trademarks and trademark applications on Schedule 1 to the Administrative Agent for the ratable benefit of the holders of the Obligations.

The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications on Schedule 1 hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

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Very truly yours,

OXBOW CALCINING LLC, a Delaware limited liability company

By: D. Parmelee
Name: William D. Parmelee
Title: Chief Financial Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

SECOND LIEN TRADEMARK NOTICE (OXBOW CALCINING LLC) OXBOW CARBON LLC

TRADEMARK

Schedule 1

Oxbow Calcining LLC (Delaware Limited Liability Company)

U.S. Trademark

Trademark Registration

Mark	Reg. No.	Reg. Date
CARBO COKE	2112295	11/11/97

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RECORDED: 01/05/2018