

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM533321

|   |   |                       |  |
|---|---|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                    |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | Trademark Security Agreement                      |                       |  |
| <b>CONVEYING PARTY DATA</b>   |   |                       |  |
| <b>Name</b>   | <b>Formerly</b>                                   | <b>Execution Date</b> | <b>Entity Type</b>                     |
| Blackhawk Mining LLC  |   | 07/23/2019            | Limited Liability Company:<br>KENTUCKY |
| <b>RECEIVING PARTY DATA</b>   |   |                       |  |
| <b>Name:</b>  | Cantor Fitzgerald Securities, as Collateral Agent |                       |  |
| <b>Street Address:</b>  | 900 West Trade Street, Suite 725                  |                       |  |
| <b>City:</b>  | Charlotte   |                       |  |
| <b>State/Country:</b>   | NORTH CAROLINA                                    |                       |  |
| <b>Postal Code:</b>   | 28202   |                       |  |
| <b>Entity Type:</b>   | General Partnership: NEW YORK                     |                       |  |
| <b>PROPERTY NUMBERS Total: 2</b>  |   |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                     | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 4859513   | LOGAN & KANAWHA       |  |
| <b>Registration Number:</b>   | 4870168   | BLACKHAWK MINING      |  |
| <b>CORRESPONDENCE DATA</b>  |   |                       |  |
| <b>Fax Number:</b>  |   |                       |  |
| <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> |   |                       |  |
| <b>Phone:</b>   | 202.370.4750                                      |                       |  |
| <b>Email:</b>   | ipteam@cogencyglobal.com                          |                       |  |
| <b>Correspondent Name:</b>  | Jennifer Tindie                                   |                       |  |
| <b>Address Line 1:</b>  | 1025 Vermont Ave NW, Suite 1130                   |                       |  |
| <b>Address Line 2:</b>  | COGENCY GLOBAL INC.                               |                       |  |
| <b>Address Line 4:</b>  | Washington, D.C. 20005                            |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 1111084   |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Sonya Jackman                                     |                       |  |
| <b>SIGNATURE:</b>   | /Sonya Jackman/                                   |                       |  |
| <b>DATE SIGNED:</b>   | 07/24/2019  |                       |  |
| <b>Total Attachments: 5</b>   |   |                       |  |
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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of July 23, 2019, by Blackhawk Mining LLC, a Kentucky limited liability company (the “Pledgor”), in favor of CANTOR FITZGERALD SECURITIES, in its capacity as first lien collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, the Pledgor is (i) a debtor and a debtor-in-possession under Chapter 11 of the Bankruptcy Code and (ii) party to a Security Agreement of even date herewith (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 Pledgor 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 Creditors, to enter into the Credit Agreement, the Pledgor 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 Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (i) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (ii) all Goodwill associated with such Trademarks; and
- (iii) all Proceeds of any and all of the foregoing (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 the Pledgor 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 (other than contingent obligations not yet accrued and payable) and termination of the Security Agreement, the Collateral Agent shall promptly execute, acknowledge, and deliver to the Pledgor 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.

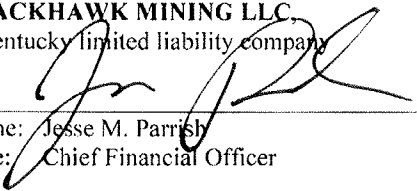
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission (including .pdf) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction, and, to the extent applicable, the Bankruptcy Code.

[signature page follows]

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS TRADEMARK SECURITY AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN.

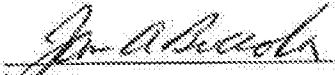
**BLACKHAWK MINING LLC**,  
a Kentucky limited liability company

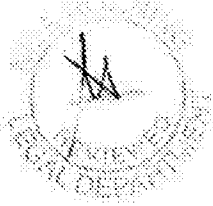
By:   
Name: Jesse M. Parrish  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

CANTOR FITZGERALD SECURITIES,  
as Collateral Agent

By:   
Name:  
Title: **James Buccola**  
**Head of Fixed Income**



[Signature Page to Trademark Security Agreement]

(Blueline)

**TRADEMARK**  
**REEL: 006701 FRAME: 0677**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

| <b>OWNER</b>         | <b>REGISTRATION NUMBER</b> | <b>TRADEMARK</b> |
|----------------------|----------------------------|------------------|
| Blackhawk Mining LLC | 4859513                    | LOGAN & KANAWHA  |
| Blackhawk Mining LLC | 4870168                    | BLACKHAWK MINING |

**Trademark Applications:**

None.