

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cantor Fitzgerald Securities		10/31/2019	Partnership: NEW YORK
RECEIVING PARTY DATA			
Name:	Blackhawk Mining LLC		
Street Address:	3228 Summit Square Place		
Internal Address:	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	
Registration Number:	4870168	BLACKHAWK MINING	
Registration Number:	4859513	LOGAN & KANAWHA	
Serial Number:	86607060	L&K	
CORRESPONDENCE DATA			
Fax Number:	2125453401		
<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:	2125921418		
Email:	bwerbin@herrick.com		
Correspondent Name:	BARRY WERBIN		
Address Line 1:	2 PARK AVENUE		
Address Line 2:	22nd Floor		
Address Line 4:	NEW YORK, NEW YORK 10016		
NAME OF SUBMITTER:	Barry Werbin		
SIGNATURE:	/Barry Werbin/		
DATE SIGNED:	11/13/2019		
Total Attachments: 3			

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**RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This Release of Security Interest in Trademarks, dated as of October 31, 2019 (the “**Trademark Release**”), is made by **Cantor Fitzgerald Securities**, as Collateral Agent (“**Agent**”) for the Lenders, in favor of **Blackhawk Mining LLC** (the “**Grantor**”) as follows:

WHEREAS, pursuant to that certain First Lien Trademark Security Agreement, dated as of October 28, 2015 (as the same may have been amended, modified, restated, replaced or supplemented from time to time, the “**Trademark Security Agreement**”; capitalized terms used herein have the definition provided for in the Trademark Security Agreement), recorded with the United States Patent and Trademark Office on October 30, 2015 at Reel/Frame No. 5656/0572, the Grantor granted Deutsche Bank AG New York (the “**Original Agent**”), on behalf of the Lenders, a security interest in and to all of its right, title and interest in the collateral identified therein, including Trademarks;

WHEREAS, the Original Agent assigned all of its rights, powers, privileges and duties as “Agent” under the First Lien Credit Agreement and the other documents relating to the First Lien Credit Agreement, including the Trademark Security Agreement, to Jefferies Finance LLC (the “**Prior Agent**”) pursuant to that Notice of Succession of Agency Transfer of Security Interest, recorded with the United States Patent and Trademark Office on March 1, 2017 at Reel/Frame 5998/0095;

WHEREAS, the Prior Agent assigned all of its rights, powers, privileges and duties as “Agent” under the First Lien Credit Agreement and the other documents relating to the First Lien Credit Agreement, including the Trademark Security Agreement, to Agent pursuant to that certain Notice of Succession of Agency and Transfer of Security Interest dated May 24, 2019, recorded with the United States Patent and Trademark Office on May 29, 2019 at Reel/Frame No. 6655/0216; and

WHEREAS, the Grantor has requested that Agent release its security interest under the Trademark Security Agreement in and to the Trademarks as more particularly described on Schedule A attached hereto, all Goodwill associated with such Trademarks, and all Proceeds of any and all of the foregoing (the “**Released Trademark Collateral**”).

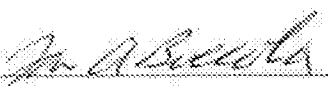
NOW, THEREFORE, Agent, without recourse, representation or warranty and at Grantor’s sole cost and expense, hereby releases all of its right, title and interest in and to the Released Trademark Collateral without any further action by any party and authorizes the Grantor and its representatives to make any filings to evidence (and/or reflect on public record) the termination and release of its security interest under the Trademark Security Agreement in and to the Released Trademark Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agent has caused this Trademark Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

AGENT:

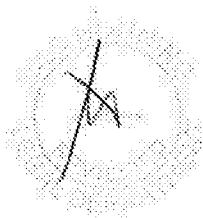
CANTOR FITZGERALD SECURITIES
as Agent

By: 

Name:

Title:

James Buccola
Head of Fixed Income



[Release of Security Interest in Trademarks]
(8/11)

TRADEMARK
REEL: 006795 FRAME: 0641

SCHEDULE A

Trademarks

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Blackhawk Mining LLC	86/607082	4870168	Blackhawk Mining
Blackhawk Mining LLC	86/607089	4859513	Logan & Kanawha
Blackhawk Mining LLC	86/607060		L&K