

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blackhawk Mining LLC		10/28/2015	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
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:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindal LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	10/29/2015		
Total Attachments: 6			
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ABL Trademark Security Agreement

ABL Trademark Security Agreement, dated as of October 28, 2015, by Balckhawk Mining LLC (the “Pledgor”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as collateral agent pursuant to the ABL Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a ABL Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “ABL Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this ABL 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 ABL Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the ABL Security Agreement and used herein have the meaning given to them in the ABL 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 such Pledgor:

- (a) Trademarks of such Pledgor listed on 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).

SECTION 3. ABL Security Agreement. The security interest granted pursuant to this ABL Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the ABL Security Agreement and 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 ABL 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 ABL Trademark Security Agreement is deemed to conflict with the ABL Security Agreement, the provisions of the ABL Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon termination of the Total Revolving Loan Commitment (and all Letters of Credit) and payment and satisfaction of all of the Obligations (other than (i) inchoate indemnification obligations, (ii) any Hedging Obligations in respect of any Secured Hedging Agreements not then due and payable or (iii) any Cash Management Obligations in respect of any Secured Cash Management Agreements not then due and payable), and termination of the ABL Security Agreement, the Collateral Agent shall 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 ABL Trademark Security Agreement.

SECTION 5. Counterparts. This ABL 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 ABL Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of any executed counterpart of a signature page of this ABL Trademark Security Agreement by facsimile or other electronic transmission (including .pdf) shall be effective as delivery of a manually executed counterpart of this ABL Trademark Security Agreement.

SECTION 6. Governing Law. This ABL Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this ABL 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.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this ABL Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

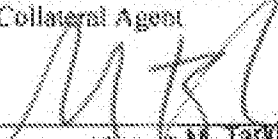
Very truly yours,

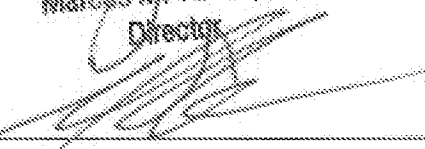
BLACKHAWK MINING LLC, as Pledgor

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

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Marcus M. Tarkenton
Title: Director

By: 
Name: Michael Shannon
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
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