

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien 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 First Lien Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: NEW YORK		
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:	wayne.fitzpatrick@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Wayne Fitzpatrick/		
DATE SIGNED:	10/30/2015		
Total Attachments: 6			
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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):

Blackhawk Mining LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-KY
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 28, 2015

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank AG New York Branch, as First Lien Collateral Agent

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera

Signature

October 28, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

First Lien Trademark Security Agreement

First Lien Trademark Security Agreement, dated as of October 28, 2015, by Blackhawk Mining LLC (the "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as first lien collateral agent pursuant to the First Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien 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. First Lien Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the First Lien 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 First Lien 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 First Lien Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien 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 First Lien

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 First Lien Trademark Security Agreement.

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

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

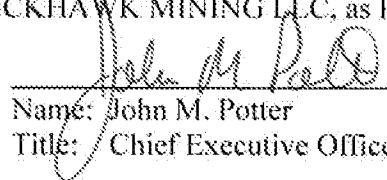
[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this First Lien 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. Tankington
Title: Director

By: 

Name: Michael Shannon
Title: Vice President

SCHEDULE I
to
FIRST LIEN 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