

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360746

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blackhawk Mining LLC		10/28/2015	LIMITED LIABILITY COMPANY: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, as Second Lien Collateral Agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86607082	BLACKHAWK MINING	
<b>Serial Number:</b>	86607089	LOGAN & KANAWHA	
<b>Serial Number:</b>	86607060	L&K	
<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>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindal LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	11/02/2015		
<b>Total Attachments: 6</b>			
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## Second Lien Trademark Security Agreement

**Second 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 second lien collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the "Second Lien Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement") in favor of the Second Lien Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Collateral Agent, for the benefit of the Secured Creditors, to enter into the Second Lien Credit Agreement, the Pledgor hereby agrees with the Second Lien Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Second Lien 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. Second Lien Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second 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 Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control unless the Second Lien 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 Second Lien Security Agreement, the Second Lien 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 Second Lien Trademark Security Agreement.

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

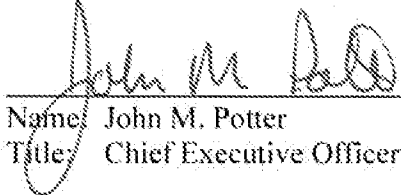
SECTION 6. Governing Law. This Second Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Second Lien Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or 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 Second 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,

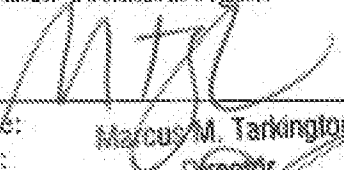
BLACKHAWK MINING LLC, as Pledgor

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

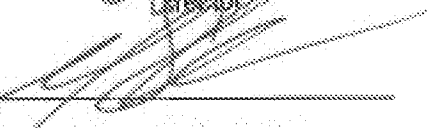
Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Second Lien Collateral Agent

By: \_\_\_\_\_

Name:   
Title: Director

By: \_\_\_\_\_

Name:   
Title: Vice President

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

**Trademark Registrations:**

None.

**Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
Blackhawk Mining LLC	86/607082	Blackhawk Mining
Blackhawk Mining LLC	86/607089	Logan & Kanawha
Blackhawk Mining LLC	86/607060	L&K