

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David M. Lewis Company, LLC		01/06/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Triangle Capital Corporation, as Agent		
Street Address:	3700 Glenwood Avenue		
Internal Address:	Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86824578	BEACON RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	919-821-1220		
Email:	gcollins@smithlaw.com		
Correspondent Name:	Grace S. Collins		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	11874.156		
NAME OF SUBMITTER:	Grace S. Collins		
SIGNATURE:	/s/ Grace S. Collins		
DATE SIGNED:	01/13/2016		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 6th day of January, 2016 by David M. Lewis Company, LLC, a Delaware limited liability company ("Grantor"), in favor of Triangle Capital Corporation, a Maryland corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement, dated as of July 15, 2014 (as amended by that certain Consent and First Amendment to Credit Agreement, dated as of December 30, 2015, as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement, dated as of July 15, 2014, among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement or, if not defined therein, in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature pages follow]

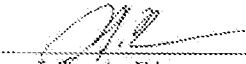
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DAVID M. LEWIS COMPANY, LLC

By: A.G.O.
Name: Alexander G. Ewls
Title: Assistant Secretary


Agreed and Accepted
As of the Date First Written Above

TRIANGLE CAPITAL CORPORATION,
as Agent

By: 
Name: John A. Bitsas
Title: Vice President

SCHEDULE 1

TRADEMARK APPLICATIONS

Mark	Citation	Application No.	Application Date	Reference No.
 The logo for Beacon Resources features the word "beacon" in a bold, lowercase sans-serif font, with "resources" in a smaller, lowercase sans-serif font directly below it. To the right of the text is a stylized graphic of concentric, curved lines that resemble a signal or a beacon.	BEACON RESOURCES	86824578	18-NOV-2015	DALEW-95396