

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417823

|   |  |                       |  |
|---|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                             |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | First 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  |  | 02/27/2017            | Limited Liability Company:<br>KENTUCKY |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | Jefferies Finance LLC, as Collateral Agent |                       |  |
| <b>Street Address:</b>  | 520 Madison Avenue                         |                       |  |
| <b>City:</b>  | New York                                   |                       |  |
| <b>State/Country:</b>   | NEW YORK                                   |                       |  |
| <b>Postal Code:</b>   | 10022                                      |                       |  |
| <b>Entity Type:</b>   | Bank: UNITED STATES                        |                       |  |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                              | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 4870168                                    | BLACKHAWK MINING      |  |
| <b>Registration Number:</b>   | 4859513                                    | LOGAN & KANAWHA       |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 8009144240                                 |                       |  |
| <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>Phone:</b>   | 614-280-3566                               |                       |  |
| <b>Email:</b>   | James.Murray@wolterskluwer.com             |                       |  |
| <b>Correspondent Name:</b>  | James Murray                               |                       |  |
| <b>Address Line 1:</b>  | 4400 Easton Commons Way, Suite 125         |                       |  |
| <b>Address Line 2:</b>  | CT Corporation                             |                       |  |
| <b>Address Line 4:</b>  | Columbus, OHIO 43219                       |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Elaine Carrera                             |                       |  |
| <b>SIGNATURE:</b>   | /Elaine Carrera/                           |                       |  |
| <b>DATE SIGNED:</b>   | 03/01/2017                                 |                       |  |
| <b>Total Attachments: 6</b>   |  |                       |  |
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**First Lien Trademark Security Agreement**

**First Lien Trademark Security Agreement**, dated as of February 27, 2017, by BLACKHAWK MINING LLC (the “Pledgor”), in favor of JEFFERIES FINANCE LLC, 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 an Amended and Restated Security Agreement, dated February 17, 2017 (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;

WHEREAS, on October 28, 2015, Deutsche Bank AG New York Branch, in its capacity as collateral agent (the “Original Collateral Agent”) and the pledgors and other parties thereto from time to time entered into ABL Trademark Security Agreement (such agreement, as amended prior to the date hereof, the “Existing Agreement”);

WHEREAS, all rights of the Original Collateral Agent under the Existing Agreement were assigned to the Collateral Agent pursuant to that certain Agency Resignation, Appointment, Assignment and Assumption Agreement, dated as of February 17, 2017, by and among the Original Collateral Agent, the Collateral Agent, the Borrower and the other Credit Parties party thereto;

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.

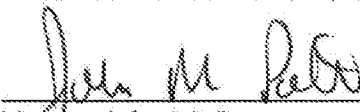
SECTION 7. Amendment and Restatement. This Agreement amends and restates the Existing Agreement. The Secured Obligations of the Pledgors under the Existing Agreement and the grant of the security interest in the Trademark Collateral by the Pledgors under the Existing Agreement shall continue under this Agreement, and shall not in any event be terminated, extinguished or annulled, but shall hereafter be governed by this Agreement. All references to the Existing Agreement in any Credit Document (other than this Agreement) or other document or instrument delivered in connection therewith shall be deemed to refer to this Agreement and the provisions hereof. It is understood and agreed that the Existing Agreement is being amended and restated by entry into this Agreement on the date hereof.

[signature page follows]

IN WITNESS WHEREOF, the 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:

JEFFERIES FINANCE LLC,  
as Collateral Agent

By:   
Name: Jason Kennedy  
Title: Managing Director

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

**Trademark Registrations:**

| <b>OWNER</b>         | <b>APPLICATION NUMBER</b> | <b>TRADEMARK</b> | <b>REGISTRATION NUMBER</b> |
|----------------------|---------------------------|------------------|----------------------------|
| Blackhawk Mining LLC | 86/607082                 | Blackhawk Mining | 4870168                    |
| Blackhawk Mining LLC | 86/607089                 | Logan & Kan-awha | 4859513                    |

**Trademark Applications:**

None.