

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Succession of Agency		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch, as Prior Agent		02/27/2017	Bank: GERMANY
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Successor Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
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:	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>			
Phone:	614-280-3566		
Email:	James.Murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	03/01/2017		
Total Attachments: 6			
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**NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY INTEREST
RECORDED AT 5656/0218**

This NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY INTEREST RECORDED AT 5656/0218 (this “Notice”), dated as of February 27, 2017 (the “Effective Date”), is executed by Deutsche Bank AG New York Branch, in its capacity as Collateral Agent under the Original Agreements (as defined below) (the “Prior Agent”), and Jefferies Finance LLC, in its capacity as Collateral Agent under the Current Agreements (as defined below) (the “Successor Agent”).

WHEREAS, pursuant to that certain ABL Credit Agreement, dated as of October 28, 2015, by and among Borrower, Prior Agent and certain other parties thereto (as amended, supplemented or otherwise modified prior to February 17, 2017, the “Original Credit Agreement”), the Prior Agent and the Borrower entered into that certain ABL Security Agreement, dated as of October 28, 2015 (as amended, supplemented or otherwise modified prior to February 17, 2017, the “Original Security Agreement”), and the ABL Trademark Security Agreement, dated as of October 28, 2015 (the “Trademark Security Agreement”), pursuant to which the Borrower granted to the Prior Agent for the benefit of the Secured Creditors (as defined in the Original Security Agreement) a lien on and a security interest in and to all of Borrower’s right, title and interest in, to and under the trademarks identified on Schedule I attached hereto (the “Security Interest”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 29, 2015 at Reel/Frame 5656/0218;

WHEREAS, the Original Credit Agreement and the Original Security Agreement were amended and restated, as of February 17, 2017 (as amended and restated and as may be amended, amended and restated, supplemented or otherwise modified from time to time thereafter, collectively, the “Current Agreements”), and in connection with the transactions under the Current Agreements, the Prior Agent, the Successor Agent, Borrower and certain other parties have entered into that certain Agency Resignation, Appointment, Assignment and Assumption Agreement, dated as of February 17, 2017 (the “Resignation Agreement”), whereby the Prior Agent resigned as Collateral Agent and is succeeded to and replaced by the Successor Agent as successor Collateral Agent;

WHEREAS, pursuant to the Resignation Agreement, the Prior Agent assigned the Security Interest to the Successor Agent; and

WHEREAS, the Prior Agent and the Successor Agent have agreed to execute this Notice to evidence the transfer and assignment of the Security Interest for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

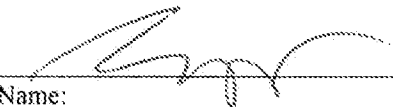
1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Resignation Agreement.
2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Resignation Agreement, the Prior Agent has ceased to be Collateral Agent under such capacity and is succeeded to and replaced by the Successor Agent as Collateral Agent under such capacity. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the Security Interest originally granted to the Prior Agent under the Trademark Security Agreement, which Security Interest is now succeeded by and transferred to the Successor Agent.

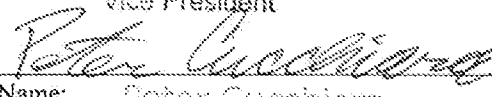
3. This Notice is being executed in conjunction with the Resignation Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Notice is deemed to conflict with the Resignation Agreement, the provisions of the Resignation Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective
Date:

PRIOR AGENT

DEUTSCHE BANK AG NEW YORK BRANCH, as the
Prior Agent

By: 
Name:
Title: Benjamin Souh
Vice President

By: 
Name: Peter Cucchiara
Title: Vice President

SUCCESSOR AGENT

JEFFERIES FINANCE LLC, as the Successor
Agent

By: 
Name: _____
Title: **Jason Kennedy**
Managing Director

SCHEDULE I

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