

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484520

|                                                                                                                                                                                                 |                                                                       |                                   |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                                                        |                                   |                       |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | Termination and Release of Security Interest in Intellectual Property |                                   |                       |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                                                       |                                   |                       |
| <b>Name</b>                                                                                                                                                                                     | <b>Formerly</b>                                                       | <b>Execution Date</b>             | <b>Entity Type</b>    |
| Manufacturers and Traders Trust Company, as Agent                                                                                                                                               |                                                                       | 07/30/2018                        | Corporation: NEW YORK |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                                                       |                                   |                       |
| <b>Name:</b>                                                                                                                                                                                    | Blaschak Coal Corp.                                                   |                                   |                       |
| <b>Street Address:</b>                                                                                                                                                                          | 1166 West Centre Street                                               |                                   |                       |
| <b>City:</b>                                                                                                                                                                                    | Mahanoy City                                                          |                                   |                       |
| <b>State/Country:</b>                                                                                                                                                                           | PENNSYLVANIA                                                          |                                   |                       |
| <b>Postal Code:</b>                                                                                                                                                                             | 17948                                                                 |                                   |                       |
| <b>Entity Type:</b>                                                                                                                                                                             | Corporation: DELAWARE                                                 |                                   |                       |
| <b>PROPERTY NUMBERS Total: 1</b>                                                                                                                                                                |                                                                       |                                   |                       |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                                                         | <b>Word Mark</b>                  |                       |
| <b>Registration Number:</b>                                                                                                                                                                     | 1311914                                                               | SAINT NICHOLAS MAHANNOY CITY, PA. |                       |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                                                       |                                   |                       |
| <b>Fax Number:</b>                                                                                                                                                                              | 6175236850                                                            |                                   |                       |
| <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>                                                                                                                                                                                   | 617-523-2700                                                          |                                   |                       |
| <b>Email:</b>                                                                                                                                                                                   | susan.dinicola@hklaw.com,hunter.hullett@hklaw.com                     |                                   |                       |
| <b>Correspondent Name:</b>                                                                                                                                                                      | Holland & Knight LLP                                                  |                                   |                       |
| <b>Address Line 1:</b>                                                                                                                                                                          | 10 St. James Avenue                                                   |                                   |                       |
| <b>Address Line 4:</b>                                                                                                                                                                          | Boston, MASSACHUSETTS 02116                                           |                                   |                       |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | Susan C. DiNicola/                                                    |                                   |                       |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /Susan C. DiNicola/                                                   |                                   |                       |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 08/02/2018                                                            |                                   |                       |
| <b>Total Attachments: 4</b>                                                                                                                                                                     |                                                                       |                                   |                       |
| source=BlaschakCoal_Release#page1.tif                                                                                                                                                           |                                                                       |                                   |                       |
| source=BlaschakCoal_Release#page2.tif                                                                                                                                                           |                                                                       |                                   |                       |
| source=BlaschakCoal_Release#page3.tif                                                                                                                                                           |                                                                       |                                   |                       |
| source=BlaschakCoal_Release#page4.tif                                                                                                                                                           |                                                                       |                                   |                       |

OP \$40.00 1311914

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

This Termination and Release of Security Interest in Intellectual Property (this "Release") is made this 30th day of July, 2018, by Manufacturers and Traders Trust Company, as collateral agent, having an address at 1100 North Market Street, 6th Floor, Wilmington, Delaware 19890 ("Secured Party"), in favor of Blaschak Coal Corp., a Delaware corporation (the "Grantor").

WHEREAS, Grantor and Secured Party, among others, entered into a Loan and Security Agreement effective as of April 27, 2009 (as amended, the "Loan Agreement").

WHEREAS, in connection with the Loan Agreement and pursuant to the terms and conditions of that certain Patents, Copyrights, Licenses and Trademark Security Agreement by Grantor in favor of Secured Party, for the benefit of the Lenders (as defined in the Loan Agreement), dated as of April 27, 2009 (the "Security Agreement"), Grantor granted to Secured Party a continuing security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in and to all of Grantor's:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (the "Patents");

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (the "Copyrights");

(c) to the extent such are assignable, license agreements with any other party, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (the "Licenses"); and

(d) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on **Exhibit "A"**, attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable

with respect thereto, including without limitation, damages and payments for past or future infringements (the “Trademarks” and together with the Patents, Copyrights and Licenses, the “IP Collateral”).

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on June 8, 2009 at Reel/Frame 4000/245 with respect to Trademarks;

WHEREAS, the Grantors’ obligations under the Loan Agreement have been satisfied in full and the security interest granted to Secured Party has been released by Secured Party;

WHEREAS, Secured Party has the requisite power and authority to release and discharge its security interest in and to the IP Collateral; and

WHEREAS, the parties desire to confirm and evidence the termination and release of the security interest in, to and under the IP Collateral.

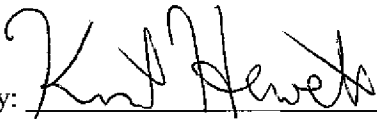
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby unconditionally, irrevocably and absolutely, without representation or warranty of any kind, (i) assigns to Grantor all of Secured Party’s right, title and interest (if any) in and to the IP Collateral and (ii) terminates, cancels, releases and forever discharges any and all security interests it holds in, to and under the IP Collateral.

Secured Party shall take all further reasonable actions, and provide to Grantor or its successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release, in each case, at Grantor’s expense. By this instrument, Secured Party authorizes and requests Grantor record this Release with the USPTO.

*SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its respective duly authorized representative as of the date first above written.

**MANUFACTURERS AND TRADERS TRUST  
COMPANY, as Agent**

By:   
Kurt Hewett  
Vice President

**Exhibit A  
Trademarks**

**Common Law Trademarks:**

[www.blaschakcoal.com](http://www.blaschakcoal.com)

**Registered Trademarks:**

| Trademark                                                | Status            | Serial No./Reg. No.  | Filing Date/Reg. Date | Next Action       | Comment                           |
|----------------------------------------------------------|-------------------|----------------------|-----------------------|-------------------|-----------------------------------|
| SAINT<br>NICHOLAS<br><br>MAHANOY<br>CITY, PA &<br>Design | Renewed<br>111105 | 73/450145<br>1311914 | 10/28/83<br>111185    | 111115<br>Renewal | Disclaimer<br>MAHANOY<br>CITY, PA |