

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carbo*Prill, Inc.		10/22/2018	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3877255	CARBO PRILL	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	48429-1		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	11/16/2018		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 22, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”), is made by the Person listed on the signature pages hereof (the “*Grantor*”) in favor of KEYBANK NATIONAL ASSOCIATION, as administrative agent and collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”).

WHEREAS, pursuant to the terms, conditions and provisions of the Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, refinanced, renewed, extended, replaced or otherwise modified from time to time, the “*Credit Agreement*”), by and among WHITE STALLION HOLDINGS, LLC, an Indiana limited liability company, WHITE STALLION ENERGY, LLC, a Delaware limited liability company, WHITE STALLION - EAGLE RIVER, LLC, an Indiana limited liability company, WHITE STALLION ACQUISITION, LLC, an Indiana limited liability company, WHITE STALLION - SOLAR, LLC, an Indiana limited liability company, EAGLE RIVER COAL, LLC, an Illinois limited liability company, SOLAR SOURCES MINING, LLC, an Indiana limited liability company, CARBO*PRILL, LLC, an Indiana limited liability company, VIGO COAL LAND, LLC, an Indiana limited liability company, VIGO COAL SALES, LLC, an Indiana limited liability company, VIGO EQUIPMENT, LLC, an Indiana limited liability company, ALCHEMY FUELS, LLC, an Indiana limited liability company, TRUST RESOURCES LLC, an Indiana limited liability company, VIGO COAL OPERATING CO., LLC, an Indiana limited liability company, VIGO CYPRESS MINE LLC, an Indiana limited liability company, FRIENDSVILLE MINE LLC, an Illinois limited liability company, CHILI PEPPER MINE, LLC, an Indiana limited liability company, LIBERTY MINE, LLC, an Indiana limited liability company, VIGO SUNNA, LLC, an Indiana limited liability company, and RED BRUSH WEST LLC, an Indiana limited liability company, the other Borrowers from time to time party thereto, the Lenders from time to time party thereto and Collateral Agent, the Lenders have agreed to make Loans and other extensions of credit to the Borrowers on the Closing Date and certain other dates in accordance with the terms of the Credit Agreement. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, the Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of the date hereof, by and among the Grantor, the other grantors party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, and continuing Lien upon, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate Governmental Bodies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, and continuing Lien upon, all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or hereafter acquired by the Grantor, wherever located, and whether now or hereafter existing, arising, created or developed (the "*Collateral*"):

(i) all patents, and all inventions and discoveries and similar industrial property rights (whether patentable or not), all registrations and recordings of any of the foregoing and all applications for any of the foregoing (including but not limited to registrations, recordings and pending applications in the U.S. Patent and Trademark Office or other applicable Governmental Body), and all reissues, divisions, continuations, continuations-in-part, extensions, improvements, renewals and reexaminations of any of the foregoing items, and all inventions disclosed or claimed therein (including but not limited to the right to make, use and/or sell the inventions disclosed or claimed therein), including, without limitation, the patent and patent applications set forth in Schedule A hereto;

(ii) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, domain names, uniform resource locators, logos and other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and all registrations, recordings and applications for any of the foregoing, in each case whether now existing or hereafter adopted, created or acquired, whether currently in use or not, including but not limited to registrations, recordings and applications in the U.S. Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and all reissues, extensions or renewals of the foregoing, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) all copyrights, whether registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world, and all moral rights, reversionary interests, termination rights and all registrations, recordings and applications for any of the foregoing, whether pending or in preparation, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all copyright licenses, patent licenses and trademark licenses, and other agreements providing for the grant by or to the Grantor of any right in, to or under any of the items referred to in the foregoing clauses (i) through (iii) above or otherwise providing for a covenant not to sue (whether the Grantor is licensee or licensor thereunder), and the rights of the Grantor under any such licenses and agreements, including, without limitation, the copyright licenses, patent licenses and trademark

licenses set forth in Schedule D hereto;

(v) all rights to sue or otherwise recover for any past, present and future infringement, misappropriation or other violation of any of the foregoing, and for breach or enforcement of any of the foregoing;

(vi) all extensions and renewals of any of the foregoing;

(vii) all rights of any kind accruing under any of the foregoing, or pertaining or corresponding to any of the foregoing, in each case throughout the world;

(viii) all Goodwill (as defined in the Security Agreement); and

all Proceeds (as defined in the Security Agreement) of, and rights associated with, any of the foregoing, including but not limited to licenses, fees, royalties, income, payments, claims, damages and Proceeds of suits (including but not limited to damages and payments for past, present or future infringements, misappropriations or other violations thereof, and for breach or enforcement of any copyright license, patent license, trademark license or similar agreement relating to the Collateral), provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (viii), the security interest created hereby shall not extend to, and the term "Collateral" shall not include any Excluded Assets, provided, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the Uniform Commercial Code or other applicable Law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations (as defined in the Security Agreement) now or hereafter existing under the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, renewed, extended or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement, as applicable.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest and Lien hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without regard to conflict of law principles thereof that would result in the application of any other law.

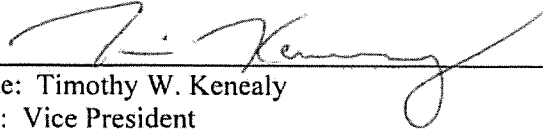
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IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CARBO*PRILL, LLC,
as a Grantor

By: 
Name: Mark M. Sebree
Title: President

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Timothy W. Kenealy
Title: Vice President

Continuation of Signature Page to Intellectual Property Security Agreement (Carbo*Prill) – KeyBank/White Stallion

TRADEMARK
REEL: 006537 FRAME: 0736

Schedule A

PATENTS

Title	Application No. Application Date	Patent No. Issue Date
Explosive formulation	11/199,618 08/08/2005	8,142,582 03/27/2012

Schedule B

TRADEMARKS

Trademark	Registration No.	Owner
CARBO PRILL	3877255	CARBO*PRILL, INC.

Schedule C

COPYRIGHTS

None.

Schedule D

LICENSES

None.

*INTELLECTUAL PROPERTY SECURITY AGREEMENT (CARBO*PRILL) -
EXECUTION VERSION/KEYBANK/WHITE STALLION*

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RECORDED: 11/16/2018

**TRADEMARK
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