

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MidCap Funding X Trust (as successor to MidCap Financial Trust)		03/11/2019	statutory trust: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Funding IV Trust, Successor Agent		
Street Address:	7255 Woodmont Avenue, Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	statutory trust: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4870168	BLACKHAWK MINING	
Registration Number:	4859513	LOGAN & KANAWHA	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	BoxIP@hoganlovells.com, valerie.brennan@hoganlovells.com		
Correspondent Name:	Valerie Brennan		
Address Line 1:	Attn: Box Intellectual Property		
Address Line 2:	7930 Jones Branch Drive, 9th FL		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	090334-3690		
NAME OF SUBMITTER:	Valerie Brennan of Hogan Lovells US LLP		
SIGNATURE:	/vb/		
DATE SIGNED:	03/13/2019		
Total Attachments: 11			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of March 11, 2019, is by **MIDCAP FUNDING X TRUST** (individually, “**MFX**”), acting in its capacity as the current and resigning agent (as successor by assignment from MidCap Financial Trust, and in such capacity, the “**Retiring Agent**”) and **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust (individually, “**MFIV**”), acting in its capacity as the successor agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, Blackhawk Mining LLC, as “Grantor” and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”); and

WHEREAS, pursuant to that certain Master Assignment and Assumption Agreement by and among MFX, as the Retiring Agent, and MFIV, as Successor Agent, Retiring Agent has assigned, and Successor Agent assumed, all of its rights, remedies, duties and other obligations under, among other documents, the **Agreements**, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the **Agreements**.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

MIDCAP FUNDING X TRUST

By: Apollo Capital Management, L.P., its
investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem

Its: Authorized Signatory

SUCCESSOR AGENT:

MIDCAP FUNDING IV TRUST

By: Apollo Capital Management, L.P., its
investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Its: Authorized Signatory

EXHIBIT A

Trademark Security Agreement dated as of September 6, 2017 and filed with the United States Patent and Trademark Office on September 7, 2017 at Reel 6148, Frame 0946.

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blackhawk Mining LLC		09/06/2017	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, as agent		
Street Address:	7255 WOODMONT AVENUE, SUITE 200		
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4870168	BLACKHAWK MINING	
Registration Number:	4859513	LOGAN & KANAWHA	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	+1 703 610 6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan of Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 4:	McLean, VIRGINIA 22102		
NAME OF SUBMITTER:	Valerie Brennan		
SIGNATURE:	/vb/		
DATE SIGNED:	09/07/2017		
Total Attachments: 5			
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Trademark Security Agreement

Trademark Security Agreement, dated as of September 6, 2017, by BLACKHAWK MINING LLC (“Blackhawk Parent”) and any additional pledgor that may hereafter be added to this Agreement (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of MIDCAP FINANCIAL TRUST, in its capacity as agent pursuant to the ABL Credit Agreement (as defined below) (in such capacity, together with its successors and assigns, the “Agent”).

WITNESSETH:

WHEREAS, Blackhawk Parent and certain of its Subsidiaries are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent, pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent, for the benefit of the Lenders, to enter into that certain Credit Agreement of even date herewith, by and among the Blackhawk Parent, the other Borrowers from time to time party thereto, and Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), the Pledgors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Agent, for the benefit of the Lenders, 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the 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 Security Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission (including .pdf) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this 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.

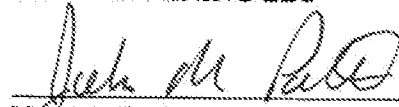
[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this 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

By: _____


Name: John M. Potter


Title: Chief Executive Officer

Accepted and Agreed:

MIDCAP FINANCIAL TRUST,
as Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Blackhawk Mining LLC	4870168	Blackhawk Mining LLC
Blackhawk Mining LLC	4859513	Logan & Kanawha

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK