

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525372

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY INTEREST RECORDED AT 5997/0975		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jefferies Finance LLC, as Prior Agent		05/24/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cantor Fitzgerald Securities, as Successor Agent		
<b>Street Address:</b>	900 West Trade Street		
<b>Internal Address:</b>	Suite 725		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	General Partnership: NEW YORK		
<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>			
<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>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Ste 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1088830 5997/0975		
<b>NAME OF SUBMITTER:</b>	Sonya Jackman		
<b>SIGNATURE:</b>	/Sonya Jackman/		
<b>DATE SIGNED:</b>	05/29/2019		
<b>Total Attachments: 5</b>			

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**NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY INTEREST  
RECORDED AT 5997/0975**

This NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY INTEREST RECORDED AT 5997/0975 (this "Notice"), dated as of May 24, 2019 (the "Effective Date"), is executed by Jefferies Finance, LLC, in its capacity as Collateral Agent under the Original Agreements (as defined below) (the "Prior Agent"), and Cantor Fitzgerald Securities, in its capacity as Collateral Agent under the Current Agreements (as defined below) (the "Successor Agent").

WHEREAS, pursuant to that certain First Lien Term Loan Credit Agreement, dated as of February 17, 2017, by and among Borrower, Prior Agent and certain other parties thereto (as amended, supplemented or otherwise modified prior to May 24, 2019, the "Credit Agreement"), the Prior Agent and the Borrower entered into that certain First Lien Security Agreement, dated as of February 17, 2017 (as amended, supplemented or otherwise modified prior to May 24, 2019, the "Security Agreement"), and the First Lien Trademark Security Agreement, dated as of February 27, 2017 (the "Trademark Security Agreement"), and together with the Credit Agreement and the Security Agreement, the "Original Agreements"), pursuant to which the Borrower granted to the Prior Agent for the benefit of the Secured Creditors (as defined in the 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 March 1, 2017 at Reel/Frame 5997/0975;

WHEREAS, the Prior Agent, the Successor Agent, the Borrower and certain other parties thereto have entered into that certain Successor Agency, Consent and Amendment Agreement, dated as of May 24, 2019 (the "Resignation Agreement"), whereby (i) the Prior Agent resigned as Collateral Agent and is succeeded to and replaced by the Successor Agent as successor Collateral Agent and (ii) each of (A) that certain First Lien Term Loan Credit Agreement, dated as of February 17, 2017, by and among the Borrower, the Prior Agent and certain other parties thereto (as amended, supplemented or otherwise modified prior to May 24, 2019), (B) that certain First Lien Security Agreement, dated as of February 17, 2017 (as amended, supplemented or otherwise modified prior to May 24, 2019) and (C) certain other Credit Documents (as amended, supplemented or otherwise modified prior to May 24, 2019) (clauses (A), (B) and (C) above are collectively, the "Original Agreements") were amended or otherwise modified as of May 24, 2019 to reflect such resignation, succession and replacement (such Original Agreements, as so amended or modified and as may be further amended, amended and restated, supplemented or otherwise modified from time to time thereafter, collectively, the "Current Agreements");;

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:

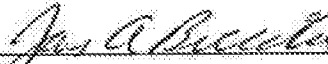
**PRIOR AGENT**

**JEFFERIES FINANCE LLC**, as the Prior Agent

By: Paul Chisholm  
Name: Paul Chisholm  
Title: Managing Director

**SUCCESSOR AGENT**

**CANTOR FITZGERALD SECURITIES, as the  
Successor Agent**

By:   
Name:  
Title: **James Buccola  
Head of Fixed Income**

**SCHEDULE I**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

None.

**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK	REGISTRATION NUMBER
Blackhawk Mining	86/607082	Blackhawk Mining	4870168
Blackhawk Mining	86/607089	Logan & Kanawha	4859513