

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY INTEREST RECORDED AT 5998/0095		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Prior Agent		05/24/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as Successor Agent		
Street Address:	900 West Trade Street		
Internal Address:	Suite 725		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	General Partnership: NEW YORK		
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:			
	<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1088830 5998/0095		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	05/29/2019		

OP \$90.00 86607082

Total Attachments: 5

source=#92081902v1 - (Blackhawk - Trademark Succession Agreement recorded at 5998.0095)#page2.tif

source=#92081902v1 - (Blackhawk - Trademark Succession Agreement recorded at 5998.0095)#page3.tif

source=#92081902v1 - (Blackhawk - Trademark Succession Agreement recorded at 5998.0095)#page4.tif

source=#92081902v1 - (Blackhawk - Trademark Succession Agreement recorded at 5998.0095)#page5.tif

source=#92081902v1 - (Blackhawk - Trademark Succession Agreement recorded at 5998.0095)#page6.tif

**NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY INTEREST
RECORDED AT 5998/0095**

This NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY INTEREST RECORDED AT 5998/0095 (this "Notice"), dated as of May 24, 2019 (the "Effective Date"), is executed by Jefferies Finance LLC ("Jefferies"), 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, reference is made to the "Notice of Succession of Agency and Transfer of Security Interest Recorded At 5656/0128", dated as of February 27, 2017, by Deutsche Bank AG New York Branch, in its capacity as collateral agent, as prior agent, and Jefferies, in its capacity as collateral agent, as successor agent (the "2017 Agency Succession Notice").

WHEREAS, the 2017 Agency Succession Notice was recorded with the United States Patent and Trademark Office on March 1, 2017 at Reel/Frame 5998/0095;

WHEREAS, pursuant to the 2017 Agency Succession Notice and the Resignation Agreement (as defined in the 2017 Agency Succession Notice), the Security Interest (as defined in the 2017 Agency Succession Notice) was then succeeded by and transferred to the Prior Agent (such Security Interest as so assigned, the "Specified Security Interest");

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 "2019 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 2019 Resignation Agreement, the Prior Agent assigned the Specified 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 Specified 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 2019 Resignation Agreement.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the 2019 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 (as defined in the 2017 Agency Succession Notice) that was originally granted under the Trademark Security Agreement and then subsequently assigned to the Prior Agent, which Security Interest (as so assigned to the Prior Agent) is now succeeded by and transferred to the Successor Agent.

3. This Notice is being executed in conjunction with the 2019 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 2019 Resignation Agreement, the provisions of the 2019 Resignation Agreement shall control.

[Remainder of page intentionally left blank]

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

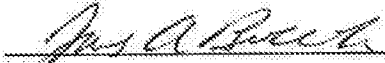
PRIOR AGENT

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 Inc

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