

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547444

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Midcap Funding IV Trust		10/31/2019	statutory trust, as agent: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blackhawk Sub, LLC		
<b>Street Address:</b>	3228 Summit Square Place, Suite 180		
<b>City:</b>	Lexington		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40509		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<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>	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>			
<b>Phone:</b>	7036106100		
<b>Email:</b>	boxip@hoganlovells.com		
<b>Correspondent Name:</b>	Rachel Fleeson of Hogan Lovells US LLP		
<b>Address Line 1:</b>	8350 Broad Street, 17th Floor		
<b>Address Line 2:</b>	Attn: Box Intellectual Property		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102		
<b>NAME OF SUBMITTER:</b>	Rachel Fleeson of Hogan Lovells US LLP		
<b>SIGNATURE:</b>	/rsf/		
<b>DATE SIGNED:</b>	10/31/2019		
<b>Total Attachments: 5</b>			
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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of October 31, 2019, by Blackhawk Sub, LLC, a Delaware limited liability company, and any additional pledgor that may hereafter be added to this Agreement (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of MIDCAP FUNDING IV 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 DRE, LLC and certain of its Subsidiaries, including Pledgor, 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 Senior Secured ABL Credit Agreement, of even date herewith, by and among the Blackhawk Parent, the other Borrowers from time to time party thereto, Agent and the guarantors thereunder (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 SUB, LLC**

By: 

Name: Jesse M. Parrish

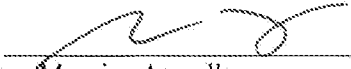
Title: Chief Financial Officer

Accepted and Agreed:

MIDCAP FUNDING IV 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:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Blackhawk Sub, LLC	4870168	Blackhawk Mining
Blackhawk Sub, LLC	4859513	Logan & Kanawha

**Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>