

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Suppl. No. 3 to Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CNX Resources Corporation		05/06/2020	Corporation: DELAWARE
CNX Gas Company LLC		05/06/2020	Limited Liability Company: VIRGINIA
CNX Water Assets LLC		05/06/2020	Limited Liability Company: WEST VIRGINIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	The Tower at PNC Plaza, 300 Fifth Ave.		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86941972		
Serial Number:	86859231	CONVEY WATER SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	james.murray@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	05/08/2020		
Total Attachments: 10			

OP \$65.00 86941972

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**SUPPLEMENT NO. 3 TO
AMENDED AND RESTATED PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

THIS SUPPLEMENT NO. 3 TO AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this “Supplement”), dated as of May 8, 2020, is entered into by and among **EACH OF THE UNDERSIGNED PARTIES LISTED ON THE SIGNATURE PAGES HERETO** and each of the other persons and entities that become bound hereby from time to time by joinder, assumption, or otherwise (each, a “Pledgor” and collectively, the “Pledgors”), and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as Collateral Agent (in such capacity, together with any successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties, in connection with that certain Second Amended and Restated Credit Agreement, dated as of March 8, 2018 (as the same may be amended, waived, restated, modified or supplemented from time to time, the “Credit Agreement”), by and among CNX Resources Corporation (the “Borrower”), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, PNC Bank, National Association, as Administrative Agent and Collateral Agent, and JPMorgan Chase Bank, N.A., as Syndication Agent, which amends and restates the Original Credit Agreement (as defined below).

WHEREAS, the Pledgors executed and delivered to the Collateral Agent that certain Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of June 18, 2014 (as supplemented by that certain Supplement to Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of March 8, 2018, as further supplemented by that certain Supplement No. 2 to Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of April 18, 2019, and as further amended, supplemented or otherwise modified from time to time, the “Existing IP Security Agreement”), which was made and delivered pursuant to that certain Amended and Restated Credit Agreement, dated as of June 18, 2014, by and among Borrower, certain of its subsidiaries, the lenders party thereto, JPMorgan Chase Bank, N.A., in its capacity as syndication agent, and PNC Bank, National Association, in its capacity as administrative agent (as amended prior to the date hereof, the “Original Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to continue to provide certain loans and other financial accommodations to the Borrower, and the obligation of the Lenders to make Loans and extend credit under the Credit Agreement is subject to the condition, among others, that the Pledgors grant a security interest to the Collateral Agent in, among other things, certain patents, trademarks, copyrights and other property as security for Obligations, and execute this Supplement for recording with the United States Copyright Office, the United States Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor and the Collateral Agent agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Supplement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Supplement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in New York as amended from time to time (the “Code”).

(b) “Patents, Trademarks and Copyrights” shall mean and include all of each Pledgor’s present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, now owned by each Pledgor, including, without limitation, those listed on Schedule A hereto (as such Schedule A may be supplemented from time to time by notice to the Collateral Agent from any Pledgor), including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate, except for any Excluded Assets (as defined in the Credit Agreement).

2. To secure the full payment and performance of all Obligations, each Pledgor hereby grants, and conveys a security interest to the Collateral Agent for the equal and ratable benefit of the Secured Parties in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants that:

(a) the material Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, except to the extent that the failure to be subsisting or the invalidity or unenforceability of such Patents, Trademarks and Copyrights would not reasonably be expected to result in a Material Adverse Change;

(b) to the best of such Pledgor’s knowledge, each of the material Patents, Trademarks and Copyrights is valid and enforceable, except to the extent that the failure to be valid and enforceable would not reasonably be expected to result in a Material Adverse Change;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the material Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons, other than Permitted Liens and other than license agreements entered into in good faith in an arm’s length transaction;

(d) such Pledgor has the corporate power and authority to enter into this Supplement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the material Patents, Trademarks and Copyrights does or may violate the rights of any third party where such claim would reasonably be expected to result in a Material Adverse Change; and

(f) such Pledgor has used proper statutory notice in connection with its use of the material Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof and except where the failure to use such notice would not reasonably be expected to result in a Material Adverse Change.

4. Each of the obligations of each Pledgor under this Supplement is joint and several. The Collateral Agent may, in its sole discretion, elect to enforce this Supplement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Collateral Agent, shall not be a defense to any action the Collateral Agent and the Secured Parties, or any of them, may elect to

take against any Pledgor. Each of the Secured Parties and the Collateral Agent hereby reserve all rights against each Pledgor.

5. (a) Each Pledgor agrees that, for the duration of this Supplement, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Supplement, without the Collateral Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Collateral Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products and may otherwise assign or license the Patents, Trademarks and Copyrights in an arm's length transaction entered into in good faith.

(b) Each Pledgor agrees that it will, for the duration of this Supplement, use proper statutory notice in connection with its use of the material Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof and except where the failure to use such notice would not reasonably be expected to result in a Material Adverse Change.

(c) Except as permitted by the Credit Agreement, each Pledgor (i) shall preserve its corporate existence, (ii) shall not in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (iii) shall not in one, or a series of related transactions, sell all or substantially all of its assets.

6. Each Pledgor and the Collateral Agent agree that no Pledgor shall be required to modify or amend Schedule A to include any future Patents, Trademarks and Copyrights.

7. The Collateral Agent shall have, in addition to all other rights and remedies given it by this Supplement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Collateral Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Collateral Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania, or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights shall be applied as provided in the Credit Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Collateral Agent and any Secured Party may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Collateral Agent to make, constitute and appoint any officer or agent of the Collateral Agent, as the Collateral Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Collateral Agent to use the Patents, Trademarks and Copyrights, or

to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Supplement.

9. This Supplement shall terminate upon Payment in Full. All or any portion of the Patents, Trademarks and Copyrights shall be released upon Payment in Full and in accordance with the provisions of the Credit Agreement.

10. Each Pledgor shall have the duty to prosecute diligently any patent applications of the material Patents, Trademarks and Copyrights pending as of the date of this Supplement if commercially reasonable, except where the failure to so prosecute would not reasonably be expected to result in a Material Adverse Change. Thereafter, until Payment in Full, each Pledgor shall make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees, except where the failure to make such applications to preserve or maintain such rights would not reasonably be expected to result in a Material Adverse Change. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any material Patent, Trademark or Copyright without the consent of the Collateral Agent, which shall not be unreasonably withheld, unless such abandonment would not reasonably be expected to result in a Material Adverse Change.

11. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name and, with the consent of the Collateral Agent, which shall not be unreasonably withheld, to join the Collateral Agent, if necessary, as a party to such suit so long as the Collateral Agent is satisfied that such joinder will not subject it to any material risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Collateral Agent as a result of such suit or joinder by such Pledgor pursuant to the Credit Agreement.

12. (a) No course of dealing between any Pledgor and the Collateral Agent, nor any failure to exercise nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default. All waivers under this Supplement must be in writing. The rights and remedies of the Collateral Agent under this Supplement are cumulative and in addition to any rights or remedies which it may otherwise have, and the Collateral Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

(b) The Secured Parties may, at any time and from time to time, without notice to or the consent of the Pledgors unless otherwise required pursuant to the terms of the Credit Agreement or the other Loan Documents, and without impairing or releasing, discharging or modifying any Pledgor's liabilities hereunder, (i) change the manner, place, time or terms of payment or performance of or interest rates on, or any other terms relating to, any of the Obligations; (ii) take such actions to or cause the Collateral Agent to renew, substitute, modify, impair, amend or alter, or grant consents or waivers relating to any Loan Document or any of the Obligations, any other pledge or security agreements, or any security for any of the Obligations; (iii) take such actions to or cause the Collateral Agent to apply any and all

payments by whomever paid or however realized including any proceeds of any collateral, to any of the Obligations of the Pledgors in such order, manner and amount as provided in the Credit Agreement; (iv) take such actions to or cause the Collateral Agent to deal with any other person with respect to any of the Obligations in such manner as the Secured Parties deem appropriate in their respective sole discretion; (v) take such actions to or cause the Collateral Agent to substitute, exchange, impair or release any security or guaranty; or (vi) take or cause the Collateral Agent to take such actions and exercise such remedies hereunder as provided herein. Each Pledgor hereby waives (a) presentment, protest, notice of dishonor and notice of non-payment, and (b) all defenses based on suretyship, impairment of collateral, or the like, other than, and to the extent of, the defense of prior payment of the Obligations.

13. The provisions of this Supplement are intended to be severable. If any provision of this Supplement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

14. This Supplement is subject to modification only by a writing signed by the parties.

15. (a) The benefits and burdens of this Supplement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein other than assignments and transfers permitted by the Credit Agreement.

(b) The Collateral Agent may resign and a successor Collateral Agent may be appointed in the manner provided in the Credit Agreement. Upon the acceptance of any appointment as a collateral agent by a successor collateral agent, that successor collateral agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring collateral agent, as secured party under this Supplement and the retiring collateral agent shall thereupon be discharged from its duties and obligations under this Supplement. After any retiring collateral agent's resignation, the provisions of this Supplement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Supplement while it was Collateral Agent.

16. This Supplement shall be deemed to be a contract under the laws of the State of New York, and for all purposes shall be governed by and construed in accordance with the laws of said State without regard to its conflict of laws principles, except to the extent that the validity or perfection of the Lien and the security interest hereunder, or remedies hereunder, in respect of any particular Patents, Trademarks and Copyrights are governed by the laws of a jurisdiction other than the State of New York.

17. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.5 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT. NOTHING IN THIS SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW. SECTIONS 11.11.2, 11.11.3 AND 11.11.4 OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN, MUTATIS MUTANDIS, AS IF A PART HEREOF.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SUPPLEMENT, THE CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON

CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, ADMINISTRATIVE AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SUPPLEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 17.

18. This Supplement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument. Delivery of an executed signature page by telecopy or electronic signature delivery system (in either case in a form acceptable to the Collateral Agent) shall be effective as delivery of a manually executed signature page to this Supplement.

19. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Supplement shall be as set forth in Section 11.5.1 [Notices Generally] of the Credit Agreement.

20. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Collateral Agent hereunder and under the other Loan Documents to which it is a party, because the Collateral Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Collateral Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Collateral Agent its attorney-in-fact, and (v) to enforce the Collateral Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

21. This Supplement supplements the Existing IP Security Agreement and is not a novation of, nor does it affect any of, the obligations of the Pledgors pursuant to the Existing IP Security Agreement. The Existing IP Security Agreement, as supplemented by this Supplement, shall continue in full force and effect for the benefit of the Collateral Agent and the other Secured Parties, and this Supplement is not intended to constitute and does not constitute an interruption, suspension of continuity, satisfaction, discharge of prior duties or termination of the liens, security interests, indebtedness, loans, liabilities, expenses or obligations under the Original Credit Agreement or the Existing IP Security Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGORS:

CNX RESOURCES CORPORATION

DocuSigned by:
By: Michael C. Hardoby
485A7A4503CC483...
Name: Michael C. Hardoby
Title: Vice President - Finance

CNX GAS COMPANY LLC

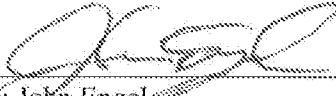
DocuSigned by:
By: Michael C. Hardoby
485A7A4503CC483...
Name: Michael C. Hardoby
Title: Authorized Signatory

CNX WATER ASSETS LLC

DocuSigned by:
By: Michael C. Hardoby
485A7A4503CC483...
Name: Michael C. Hardoby
Title: Authorized Signatory

COLLATERAL AGENT:

PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent

By: 
Name: John Engel
Title: Vice President

SCHEDULE A

UNITED STATES PATENTS AND APPLICATIONS:

	Owner	Patent	Appl. No.	Patent No.
1.	CNX Gas Company LLC	Float Arrangement and Sensor Arrangement for a Pump Jack-Type Well	16/300,231	
2.	CNX Gas Company LLC	Methods and Apparatus for Removing Liquid from a Gas Producing Well	13/742,487	9,359,876
3.	CNX Gas Company LLC	Methods and Apparatus for Removing Liquid from a Gas Producing Well	15/166,944	9,856,728
4.	CNX Gas Company LLC	Methods and Apparatus for Removing Liquid from a Gas Producing Well	13/218,915	9,376,895
5.	CNX Gas Company LLC	Down-Hole Liquid Level Control for Hydrocarbon Wells	13/537,383	8,550,159
6.	CNX Gas Company LLC	Down-Hole Liquid Level Control for Hydrocarbon Wells	14/019,088	9,453,394
7.	CNX Gas Company LLC	Down-Hole Liquid Level Control for Hydrocarbon Wells	13/537,207	8,387,689
8.	CNX Gas Company LLC	Down-Hole Liquid Level Control for Hydrocarbon Wells	12/540,793	8,235,111
9.	CNX Gas Company LLC	Down-Hole Liquid Level Control for Hydrocarbon Wells	15/276,103	10,253,617

UNITED STATES TRADEMARKS AND APPLICATIONS:

Registrations:

None.

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
CNX Water Assets LLC	86/941,972 (Pending ITU)	DESIGN ONLY
CNX Water Assets LLC	86/859,231 (Pending ITU)	CONVEY WATER SYSTEMS