

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blackhawk Sub, LLC		06/01/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	SEV.EN EC, A.S.		
Street Address:	K Elektrarne 227		
City:	Chvaletice		
State/Country:	CZECH REPUBLIC		
Postal Code:	533 12		
Entity Type:	Company: CZECH REPUBLIC		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4870168	BLACKHAWK MINING	
Registration Number:	4859513	LOGAN & KANAWHA	
CORRESPONDENCE DATA			
Fax Number:	2127686800		
<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:	212-632-8440		
Email:	trademarks.us@dentons.com		
Correspondent Name:	Irina Fayman		
Address Line 1:	P.O. BOX #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	15804819-000003		
NAME OF SUBMITTER:	Irina Fayman		
SIGNATURE:	/Irina Fayman/		
DATE SIGNED:	06/02/2020		
Total Attachments: 6			
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Trademark Security Agreement

Trademark Security Agreement, dated as of June 1, 2020 by BLACKHAWK SUB, LLC (“Pledgor”), in favor of SEVEN EC, A.S., in its capacity as Lender pursuant to the Loan Agreement (in such capacity and together with any successors and assigns in such capacity, the “Lender”).

WITNESETH:

WHEREAS, the Pledgor is 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 Lender pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, the Pledgor hereby agree with the Lender 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. The Pledgor hereby pledges and grants to the Lender 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:

1. Trademarks of such Pledgor listed on Schedule I attached hereto;
2. all Goodwill associated with such Trademarks; and
3. 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 Lender pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender 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 Lender shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations not yet accrued and payable), termination or expiration of all Commitments and termination of the Security Agreement, the Lender shall promptly execute, acknowledge, and deliver to the Pledgor 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. The words “execution,” “signed,” “signature,” and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

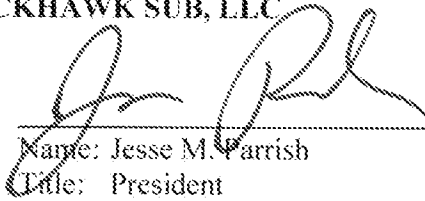
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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.

IN WITNESS WHEREOF, the 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.

[Signature Pages Follow]

BLACKHAWK SUB, LLC

By:



Name: Jesse M. Parrish
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006950 FRAME: 0640

Accepted and Agreed:
SEVEN EC, A.S.,
as Lender

By: _____
Name: Luboš Pavlas
Title: Chairman of the Board

By: _____
Name: Petr Antoš
Title: Member of the Board

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner	Trademark	Registration Number
Blackhawk Sub, LLC	Blackhawk Mining	4870168
Blackhawk Sub, LLC	Logan & Kanawha	4859513