

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM661527

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Addcar Systems, LLC		05/14/2021	Corporation: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eagle Highwall Mining Systems, LLC		
<b>Street Address:</b>	43029 Industrial Park Rd.		
<b>City:</b>	Cadiz		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43907		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1795602	ADDCAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125861055		
<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>	4123946428		
<b>Email:</b>	cronald@babstcalland.com		
<b>Correspondent Name:</b>	Carl A. Ronald		
<b>Address Line 1:</b>	603 Stanwix St.		
<b>Address Line 2:</b>	Two Gateway, 6th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222		
<b>NAME OF SUBMITTER:</b>	Carl A. Ronald		
<b>SIGNATURE:</b>	/carl a. ronald/		
<b>DATE SIGNED:</b>	07/21/2021		
<b>Total Attachments: 5</b>			
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OP \$40.00 1795602

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this “Assignment”) is entered into and effective as of this 14th day of May, 2021 (the “Effective Date”), by (i) **ADDCAR SYSTEMS, LLC F/K/A UGM ADDCAR SYSTEMS, LLC F/K/A ICG ADDCAR SYSTEMS, LLC**, a Delaware limited liability company (“Assignor”), in favor of (ii) **EAGLE HIGHWALL MINING SYSTEMS, LLC**, a Delaware limited liability company (“Assignee”) (each of Assignor and Assignee, a “Party,” and together, the “Parties”).

### RECITALS

**A.** Assignor owns the trademark and service mark “ADDCAR” (the “Mark”) used in connection with certain products and services sold and rendered in relation to the highwall mining of coal.

**B.** Assignor also owns certain federal and foreign trademark registrations for the Mark, as more fully described on Exhibit A, attached hereto and incorporated herein (the “Registrations”).

**C.** Pursuant to that certain Asset Purchase Agreement dated the Effective Date among Assignor, Assignee and Eagle Pike Properties, LLC, a Kentucky limited liability company (the “Purchase Agreement”), Assignee is purchasing and acquiring from Assignor, and Assignor is transferring and selling to Assignee, certain tangible and intangible assets of Assignor, including the Marks and the Registrations, all on the terms and conditions set forth in the Purchase Agreement

**D.** In accordance with the Purchase Agreement, Assignor desires to assign the Mark, including the Registrations, together with all the goodwill associated with and symbolized by the Mark, to Assignee, and Assignee desires to obtain the same from Assignor, on the terms and conditions set forth herein.

### ASSIGNMENT

**NOW, THEREFORE**, the Parties agree as follows:

**1. ASSIGNMENT.** Assignor hereby transfers and assigns to Assignee, free and clear of Encumbrances, the Mark and the entire and exclusive right, title, and interest in and to the Mark within North America, South America, Central America and the Caribbean (the “Buyer Territory”), including, without limitation, the Registrations, and all issuances, extensions, and renewals thereof, together with all of the goodwill associated with and symbolized by the Mark within the Buyer Territory, and Assignee accepts all the foregoing from Assignor.

**2. FURTHER ASSURANCES.** Upon Assignee’s reasonable request, Assignor shall, without need for further consideration, cooperate with Assignee to ensure that Assignor’s performance under this Assignment is fully discharged, including, without limitation, by executing and delivering such other documents and taking such other actions as may be necessary to consummate and effectuate the transfer and assignment of the Mark and the Registrations to Assignee.

**3. COUNTERPARTS.** This Assignment may be executed in counterparts, each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument. Further, this Assignment may be executed by transfer of an originally signed document by facsimile, electronic or e-mail in PDF format, each of which will be as fully binding as an original document.

**4. PURCHASE AGREEMENT.** This Assignment is made subject to and pursuant to the Purchase Agreement, and all of the terms, agreements and indemnities set forth in the Purchase Agreement are incorporated by reference herein and made a part hereof. This Assignment is subject in all respects to the provisions of the Purchase Agreement and is not meant to alter, enlarge, or otherwise modify the provisions of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and this Assignment, the terms of this Assignment shall prevail and control in the interpretation, operation and effect thereof. The Purchase Agreement shall remain in full force and effect and is expressly ratified and confirmed by the Parties.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**ADDCAR SYSTEMS, LLC**

By: \_\_\_\_\_

Name: SIMON LAFFERTY

Title: DIRECTOR

(“Assignor”)

**EAGLE HIGHWALL MINING SYSTEMS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(“Assignee”)

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**ADDCAR SYSTEMS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

("Assignor")

**EAGLE HIGHWALL MINING SYSTEMS, LLC**

By: David Michael Jamison

Name: David Michael Jamison

Title: President & CEO

("Assignee")

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

## EXHIBIT A

### Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Registration No. and Date</u>	<u>Classes</u>
Canada	ADDCAR	TMA831,567 September 10, 2012	3, 37
Colombia	ADDCAR	426395 June 13, 2011	7
Colombia	ADDCAR	431285 August 23, 2011	37
United States	ADDCAR	1,795,602 September 28, 1993	7