

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678955

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wingspire Capital LLC, as Administrative Agent		09/22/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Badger Mining Corporation		
<b>Street Address:</b>	409 S. Church Street		
<b>City:</b>	Berlin		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54923		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2167336	BMC	
Registration Number:	3775478	BMC	
Registration Number:	3564250	BADGER	
Registration Number:	3958167	BADGER	
Registration Number:	4955199	BADGER	
Registration Number:	5001724	SUPERIOR BY NATURE, QUALITY BY BADGER	
Registration Number:	5233202	BADGERCAST	
Registration Number:	5242077	BADGERFRAC	
Registration Number:	5242078	BADGERCOATED	
Registration Number:	5073165	BMC	
Registration Number:	5322970	BADGERCAST	
Registration Number:	5587069	BADGER TUNDRA	
Registration Number:	5602109	TURBOPROP	
Registration Number:	5291033	TURBOPROP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>			

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**Phone:** 617-523-2700  
**Email:** susan.dinicola@hklaw.com,melissa.estrada@hklaw.com  
**Correspondent Name:** Holland & Knight LLP  
**Address Line 1:** 10 St. James Avenue  
**Address Line 4:** Boston, MASSACHUSETTS 02116

**NAME OF SUBMITTER:** Susan C. DiNicola

**SIGNATURE:** /Susan C. DiNicola/

**DATE SIGNED:** 10/05/2021

**Total Attachments: 4**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is dated as of September 22, 2021 (the “Release Date”), WINGSPIRE CAPITAL LLC, as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), for the benefit of BADGER MINING CORPORATION, a Wisconsin corporation (the “Grantor”).

WHEREAS, the Grantor has entered into that certain (i) Pledge and Security Agreement, dated as of March 2, 2021, in favor of the Administrative Agent and (ii) Trademark Security Agreement, dated as of March 2, 2021 in favor of the Administrative Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Administrative Agent a security interest in and to all of its right, title and interest in, to and under all of the Trademark Collateral of the Grantor, including, without limitation, those referred to on Schedule I hereto;

WHEREAS, the Administrative Agent has filed with the United States Patent and Trademark Office (the “USPTO”) notices of security interests in the Trademark Collateral, the Trademark Security Agreement was recorded by the USPTO on March 3, 2021 at Reel 7208, Frame 0823;

WHEREAS, the Grantor has been released from all obligations under the Credit Agreement and all liens granted to the Administrative Agent on the assets of the Grantor have been released and the Grantor has requested that the Administrative Agent release its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Administrative Agent hereby, without any representation and warranty and without any recourse (a) terminates the Liens (as defined in the Credit Agreement) and security interests created under the Trademark Security Agreement in the Trademark Collateral, (b) releases its security interest in the Trademark Collateral, (c) discharges any and all rights, title and interest it has in and the security interest granted to the Administrative Agent in the Trademark Collateral, (d) terminates the Trademark Security Agreement, and (e) assigns, grants and conveys to the Grantor any and all of Administrative Agent’s right, title and interest in and to the Trademark Collateral.

2. Recordation of Release. The Administrative Agent understands and agrees that this Release shall be recorded by or for the Grantor with the USPTO.

3. Further Actions. The Administrative Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release; provided,

that all such documents are to be prepared by counsel to the Grantor and the cost and expense of such documents and actions shall be borne solely by the Grantor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trademark Security Agreement.

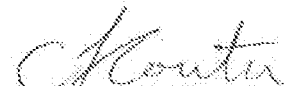
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

**WINGSPIRE CAPITAL LLC**, as Administrative Agent

By:



Name: Christopher Couru

Title: Sr Managing Director

**Schedule I**  
**TRADEMARKS**

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
BMC	2,167,336	6/23/1998	75/274,580	4/14/1997
BMC	3,775,478	4/13/2010	77/495,528	6/10/2008
BADGER	3,564,250	1/20/2009	77/495,542	6/10/2008
BADGER	3,958,167	5/10/2011	77/495,547	6/10/2008
BADGER	4,955,199	5/10/2016	86/729,937	8/19/2015
SUPERIOR BY NATURE, QUALITY BY BADGER	5,001,724	7/19/2016	86/740,948	8/28/2015
BADGERCAST	5,233,202	6/27/2017	86/729,945	8/19/2015
BADGERFRAC	5,242,077	7/11/2017	86/729,954	8/19/2015
BADGERCOATED	5,242,078	7/11/2017	86/729,959	8/19/2015
BMC	5,073,165	11/1/2016	86/957,763	3/30/2016
BADGER CAST	5,322,970	10/31/2017	87/375,692	3/17/2017
BADGER TUNDRA	5,587,069	10/16/2018	87/347,270	2/23/2017
TURBOPROP	5,602,109	11/6/2018	87/347,303	2/23/2017
TURBOPROP	5,291,033	9/19/2017	87/362,088	3/7/2017