

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM739455

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BLACKHAWK SUB, LLC		07/07/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANTOR FITZGERALD SECURITIES, as Collateral Trustee		
<b>Street Address:</b>	900 WEST TRADE STREET		
<b>Internal Address:</b>	SUITE 725		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	GENERAL PARTNERSHIP: NEW YORK		
<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>			
<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>	212.848.7522		
<b>Email:</b>	Eric.Dunbar@Shearman.com		
<b>Correspondent Name:</b>	Eric Dunbar		
<b>Address Line 1:</b>	599 Lexington Ave		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	42956-3		
<b>NAME OF SUBMITTER:</b>	Eric Dunbar		
<b>SIGNATURE:</b>	/Eric Dunbar/		
<b>DATE SIGNED:</b>	07/07/2022		
<b>Total Attachments: 5</b>			
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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of July 7, 2022 by **BLACKHAWK SUB, LLC** (the “Pledgor”), in favor of **CANTOR FITZGERALD SECURITIES**, in its capacity as Collateral Trustee pursuant to the Collateral Trust Agreement (in such capacity and together with any successors and assigns in such capacity, the “Collateral Trustee”).

### WITNESSETH:

WHEREAS, the Pledgor is party to an Amended and Restated Security Agreement of even dated as of July 7, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Trustee 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 Collateral Trustee to enter into the Collateral Trust Agreement, the Pledgor hereby agrees with the Collateral Trustee 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 Collateral Trustee 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 the Pledgor:

1. Trademarks of the 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 Collateral Trustee pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee 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 Collateral Trustee 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 Collateral Trustee 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 means, which shall include DocuSign, AdobeSign and similar electronic signature platforms and digital copies of a signatory's manual signature, 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, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereby by electronic means.

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, 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.

Very truly yours,

**BLACKHAWK SUB, LLC**

By: 

Name: Jesse M. Parrish

Title: Chief Executive Officer

[Signature Page to Trademark Agreement]

Accepted and Agreed:

**CANTOR FITZGERALD SECURITIES,**  
as Collateral Trustee

By: DocuSigned by:  
*James Buccola*  
B733667B2F8943A...  
Name: James Buccola  
Title: Head of Fixed Income



**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:**

None.