

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital Southwest Corporation		11/16/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Blaschak Anthracite Corporation		
Street Address:	1166 West Centre Street		
City:	Mahanoy City		
State/Country:	PENNSYLVANIA		
Postal Code:	17948		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1311914	SAINT NICHOLAS MAHANOEY CITY, PA.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	412-454-5079		
Email:	kim.petrolo@troutman.com		
Correspondent Name:	Troutman Pepper		
Address Line 1:	501 Grant Street, Suite 300		
Address Line 2:	Kim Petrolo		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	137181.13		
NAME OF SUBMITTER:	Kimberly A. Petrolo		
SIGNATURE:	/Kimberly A. Petrolo/		
DATE SIGNED:	11/21/2022		
Total Attachments: 5			
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OP \$40.00 1311914

TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 16, 2022 (this "Termination"), is made by CAPITAL SOUTHWEST CORPORATION, in its capacity as lender pursuant to the Loan Agreement as defined below (in such capacity, the "Lender"), in favor of BLASCHAK ANTHRACITE CORPORATION (F/K/A BLASCHAK COAL CORP.), a Pennsylvania corporation (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or the IP Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of July 30, 2018, by and among the Grantor and Lender (as amended, restated, amended and restated, supplemented or otherwise modified, the "Loan Agreement"), the Lender agreed to provide the Borrower with certain credit facilities;

WHEREAS, the Grantor, pursuant to that certain Intellectual Property Security Agreement, dated as of July 30, 2018, by the Grantor in favor of the Lender (the "IP Security Agreement"), granted to the Lender a continuing security interest in and continuing lien on all of the Grantor's Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office on August 2, 2018, at Reel 6402, Frame No. 0048; and

WHEREAS, the Lender has agreed to terminate and release its security interest in all of such Collateral, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Lender hereby terminates the IP Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that it has in, to and under the Collateral, including, without limitation, the Trademarks identified on Schedule A attached hereto.

2. Authorization to Record. The Lender authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.

3. Further Assurances. The Lender shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of Grantor.

4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Lender has caused this Termination of Intellectual Property Security Agreement to be duly executed as of the date first set forth above.

CAPITAL SOUTHWEST CORPORATION,
as Lender

By: 
Name: Ryan Kelly
Title: Managing Director

SCHEDULE A
to
TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

Grantor	Trademark	Serial No. / Registration No.	Filing Date / Registration Date
Blaschak Anthracite Corporation	SAINT NICHOLAS MAHANOEY CITY, PA & Design	73/450145 1311914	10/28/83 1/1/85