

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blaschak Anthracite Corporation		11/16/2022	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC		
Street Address:	285 Riverside Avenue		
City:	West Port		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73450145	SAINT NICHOLAS MAHANOEY CITY, PA.	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (159335-01023. F.M.)		
Address Line 1:	Blank Rome LLP		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	159335-01023		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	11/21/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 16, 2022, (this “**Agreement**”), among BLASCHAK ANTHRACITE CORPORATION, a Pennsylvania corporation (“**BAC**” and together with any other Grantors from time to time party hereto, collectively, the “**Grantors**” and each a “**Grantor**”), and GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC, as administrative agent (in such capacity, together with its successors and assigns, if any, in such capacity, “**Agent**”) for the Lenders under the below defined Loan Agreement.

Reference is made to that Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), by and among BAC, each other entity that becomes a party thereto as a “**Borrower**” in accordance with the terms and conditions thereof (together with BAC, collectively, the “**Borrowers**” and each a “**Borrower**”), BLASCHAK HOLDING CORP., a Delaware corporation (“**Holdings**”; and together with each other entity that becomes a party thereto as a “**Guarantor**” the “**Guarantors**” party thereto from time to time, the lenders from time to time party thereto in accordance with the terms and conditions thereof, collectively, the “**Guarantors**” and each a “**Guarantor**”), the lenders from time to time party thereto (each of such lenders, together with its successors and permitted assigns, a “**Lender**” and collectively, the “**Lenders**”), and Agent. The Lenders have agreed to make certain loans to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lenders to make such loans are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in the Loan Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Loan Agreement and the Security Agreement, hereby grants to the Agent, its successors and assigns, for the benefit of the Lenders, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”); and

(b) all rights and privileges arising under applicable law with respect to such Grantor’s use of any Trademarks;

(c) all extensions and renewals thereof and amendments thereto;

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof;

(e) all rights corresponding thereto throughout the world; and

(f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

excluding, in each case of (a) through (f) any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement and the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict terms of this Agreement and the Loan Agreement or the Security Agreement, the terms of the Loan Agreement and the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement. This Agreement may be executed by signatures delivered by facsimile or other method of electronic communication, each of which shall be fully binding on the signing party.

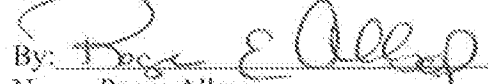
SECTION 5. Governing Law, Consent to Jurisdiction, and Jury Trial Waiver. **THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 10.15 AND 10.16 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.**

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

GRANTOR:

BLASCHAK ANTHRACITE
CORPORATION

By: 

Name: Roger Allsop

Title: Chief Financial Officer, Vice President
and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007926 FRAME: 0588

(Signatures Continued from Previous Page)

AGENT:

**GREAT ROCK CAPITAL PARTNERS
MANAGEMENT, LLC**

By: _____

Name: Kathleen Auda


Title: Chief Risk Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007926 FRAME: 0589**

Schedule I

Trademarks

MARK	FILING DATE	APP. NO.	REG. DATE	REG. NO.	GRANTOR
SAINT NICHOLAS MAHANOEY CITY, PA and Design 	10/28/1983	73-450145	1/1/1985	1311914	Blaschak Anthracite Corporation