

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413529

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Deutsche Bank AG New York Branch, as Second Lien Collateral Agent		01/24/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC		
<b>Street Address:</b>	225 W. Washington St., 21st Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86607082	BLACKHAWK MINING	
<b>Serial Number:</b>	86607089	LOGAN & KANAWHA	
<b>Serial Number:</b>	86607060	L&K	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128066006		
<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>	2128065763		
<b>Email:</b>	afisher@stroock.com		
<b>Correspondent Name:</b>	Jeffrey M. Mann		
<b>Address Line 1:</b>	180 Maiden Lane, 38th Floor		
<b>Address Line 2:</b>	Stroock & Stroock & Lavan LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10038-4982		
<b>ATTORNEY DOCKET NUMBER:</b>	006310/0003		
<b>NAME OF SUBMITTER:</b>	Jeffrey M. Mann		
<b>SIGNATURE:</b>	/jeffrey m. mann/		
<b>DATE SIGNED:</b>	01/25/2017		
<b>Total Attachments: 4</b>			

CH \$90.00 86607082

source=Blackhawk - Notice of Succession of Agent#page1.tif  
source=Blackhawk - Notice of Succession of Agent#page2.tif  
source=Blackhawk - Notice of Succession of Agent#page3.tif  
source=Blackhawk - Notice of Succession of Agent#page4.tif

**NOTICE OF SUCCESSION OF AGENCY**  
**REEL/FRAME 5657/0439**

This NOTICE OF SUCCESSION OF AGENCY (this “Notice”), dated as of January 24, 2017 (the “Effective Date”), is executed by Deutsche Bank AG New York Branch, in its capacity as Administrative Agent and Collateral Agent under the Original Agreements (as defined below) (the “Prior Agent”), and Cortland Capital Market Services LLC, in its capacity as Administrative Agent and Collateral Agent under the Current Agreements (as defined below) (the “Successor Agent”).

WHEREAS, pursuant to that certain Second Lien Term Loan Credit Agreement (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), dated as of October 28, 2015, by and among Blackhawk Mining LLC (the “Borrower”), the financial institutions parties thereto, as Lenders, and the Prior Agent and certain other parties thereto (the “Original Credit Agreement”), the Prior Agent and certain grantor parties identified on the signature page hereto (the “Grantors”) entered into that certain Second Lien Security Agreement, dated as of October 28, 2015, dated as of October 28, 2015 (the “Original Security Agreement”), and the Second Lien Trademark Security Agreement, dated as of October 28, 2015 (the “Trademark Security Agreement”), pursuant to which the Grantors granted a security interest in and to certain collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 2, 2015 at Reel/Frame 5657/0439, with respect to the trademarks identified on Schedule A attached hereto;

WHEREAS, the Original Credit Agreement and the Original Security Agreement were amended, as of January 24, 2017 (as amended and restated, collectively, the “Current Agreements”), and in connection with the transactions under the Current Agreements, the Prior Agent, the Successor Agent, the Borrower and certain other parties have into that certain Agency Resignation, Appointment, Assignment and Assumption Agreement, dated as of January 24, 2017 (the “Resignation Agreement”), whereby the Prior Agent resigned as Administrative Agent and Collateral Agent and is succeeded to and replaced by the Successor Agent as successor Administrative Agent and Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

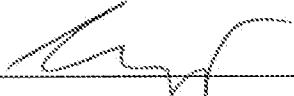
1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Resignation Agreement.

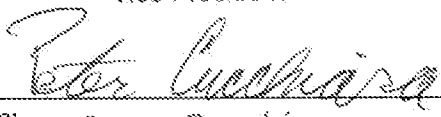
2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Resignation Agreement, the Prior Agent has ceased to be Administrative Agent and Collateral Agent under such capacity and is succeeded to and replaced by the Successor Agent as Administrative Agent and Collateral Agent under such capacity. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the collateral originally granted to the Prior Agent under the Trademark Security Agreement, which security interest is now succeeded by and transferred to the Successor Agent.

3. Incorporation. This Notice is entered into pursuant to and in conjunction with Resignation Agreement, which is hereby incorporated by reference herein. The provisions of the Resignation Agreement shall supersede and control over any conflicting or inconsistent provision herein.


4. Recordation. The parties hereby authorize and request the Commissioner of Trademarks to record this Notice with respect to the trademarks identified on Schedule A.

**DEUTSCHE BANK AG NEW YORK  
BRANCH**

By:   
Name: Benjamin South  
Title: Vice President

By:   
Name: Peter Cucchiara  
Title: Vice President

**CORTLAND CAPITAL MARKET  
SERVICES LLC**

By:   
Name: Emily Ergang Pappas  
Title: Associate Counsel

[Signature Page to Notice of Succession of Agency]

SCHEDULE A

**Trademark Registrations:**

None.

**Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
Blackhawk Mining LLC	86/607082	Blackhawk Mining
Blackhawk Mining LLC	86/607089	Logan & Kanawha
Blackhawk Mining LLC	86/607060	L&K