05-23-2002

212,403-903

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mining Technologies, Inc.

5/14/02

- ☐ Individual(s)
- ☐ General Partnership
- ☐ Association
- ☒ Corporation
- ☐ Limited Partnership
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas, as Administrative Agent

Internal Address:

Street Address: 31 West 52nd Street

City: New York State: NY Zip: 10019

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

1. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☐ Corporation-State
- ☒ Other: Grant of Trademark Security Interest

Execution Date: May 8, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,795,602

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Clifton Molatore

Internal Address:

Street Address: O'MELVENY & MYERS LLP

400 South Hope Street

City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) $40.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Clifton Molatore
Name of Person Signing

Signature

May 14, 2002
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/22/2002 TDIAZ1 00000164 1795602
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LA1:971119.1

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, MINING TECHNOLOGIES, INC., a Kentucky corporation (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, AEI Resources, LLC, a Delaware limited liability company ("**AEI**") and Horizon Finance Corp., a Delaware corporation ("**Horizon**") (AEI and Horizon collectively referred to as **"Borrower"**), have entered into a Credit Agreement dated as of May 8, 2002, as amended, supplemented or otherwise modified to the date hereof (said Credit Agreement, as so amended, supplemented or otherwise modified, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Deutsche Bank Trust Company Americas, as Administrative Agent (in such capacity, together with its successors and assigns, "**Administrative Agent**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of May 8, 2002 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party (defined below) for the benefit of Lenders and any Interest Rate Exchangers, pursuant to which Grantor has guarantied the prompt payment and performance when due of all obligations of Borrower under the Credit Agreement and the other Loan Documents and all obligations of Borrower under the Lender Interest Rate Agreements, including without limitation the obligation of Borrower to make payments thereunder in the event of early termination thereof; and

WHEREAS, Borrower, AEI Resources Holding, Inc. ("**Parent**") and Subsidiary Grantors (defined below) including Grantor, the Senior Secured Term Note Holders (defined below) and UBS AG, Stamford Branch, as administrative agent for the Senior Secured Term Note Holders (in such capacity, together with its successors and assigns, "**Senior Secured Term Notes Agent**") have entered into that certain Senior Secured Term Note Purchase Agreement dated as May 8, 2002 (as such Senior Secured Term Note Purchase Agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Senior Secured Term Note Purchase Agreement**"), pursuant to which Borrower will issue the Senior Secured Term Notes (the "**Senior Secured Term Notes**"; the holders of the Senior Secured Term Notes are referred to herein as the "**Senior Secured Term Note Holders**"); and

WHEREAS, Borrower, Parent and Subsidiary Grantors (defined below)

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including Grantor and Wells Fargo Bank Minnesota, National Association, as trustee for the Senior Note Holders (defined below) (in such capacity, together with its successors and assigns, "**Senior Notes Trustee**") have entered into that certain Indenture dated as of May 8, 2002 (as such Indenture may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Senior Notes Indenture**"), pursuant to which Borrower will issue the Senior Notes (the "**Senior Notes**"; the holders of the Senior Notes are referred to herein as the "**Senior Note Holders**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 8, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Borrower, each of the direct and indirect Subsidiaries of Borrower listed therein (each of such Subsidiaries being a "**Subsidiary Grantor**" and collectively "**Subsidiary Grantors**"), the other grantors named therein and Deutsche Bank Trust Company Americas, as Collateral Agent for the Administrative Agent, Lenders, Interest Rate Exchanges, Senior Secured Term Notes Agent, Senior Secured Term Note Holders, Senior Notes Trustee and Senior Note Holders (in such capacity, "**Secured Party**"), Grantor has agreed to create in favor of Secured Party, a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party three separate security interests, subject to the terms of the Intercreditor Agreement (including, without limitation, the provisions regarding lien priority) in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the

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foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interests in the Trademark Collateral 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.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 8 day of May, 2002

MINING TECHNOLOGIES, INC.

By: Julie Hudson

Name: Julie Hudson

Title: Secretary

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SCHEDULE A

TO

GRANT OF TRADEMARK SECURITY INTEREST

Registered:

Owner	United States Trademark Description	Registration Number	Registration Date
Mining Technologies, Inc.	ADDCAR	1,795,602	09/28/93

RECORDED: 05/14/2002

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