

11-10-2003

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

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DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

11.6.03

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

1. Name of conveying party(ies):

Consol Energy Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 15, 2003

2. Name and Address of receiving party(ies)

Name: Citicorp North America, Inc.

Internal

Address: Suite 200

Street Address: 2 Penns Way

City: New Castle State: DE Zip: 19720

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State: Delaware
- 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

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

A. Trademark Application No.(s)

75/924,233

B. Trademark Registration No.(s)

2,756,594      2,756,595

Additional number(s) attached  Yes  No

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

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING LLP

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41)..... \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(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.

Tamara L. Hrivnak  
Name of Person Signing

Signature

November 4, 2003  
Date

Total number of pages including cover sheet, attachments, and document: 7

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

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01 FC:8521  
02 FC:8522

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated September 15, 2003, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Citicorp North America, Inc., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Senior Credit Facilities referred to below).

WHEREAS, Consol Energy Inc., a Delaware corporation ("*Consol*"), has entered into (i) an Amended and Restated 364-Day Credit Agreement dated as of September 15, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*364-Day Credit Agreement*"), with the banks, financial institutions and other institutional lenders party thereto and Citicorp North America, Inc., as administrative agent, and (ii) the Three Year Credit Agreement dated as of September 16, 2002, as amended by that certain letter amendment dated as of November 22, 2002 and Amendment No. 2 to the Loan Documents dated as of September 15, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Three Year Credit Agreement*" and, together with the 364-Day Credit Agreement, the "*Senior Credit Facilities*"), with the banks, financial institutions and other institutional lenders party thereto and Citicorp North America, Inc., as administrative agent. Terms defined in the Senior Credit Facilities and not otherwise defined herein are used herein as defined in the Senior Credit Facilities.

WHEREAS, as a condition precedent to the making of Advances under each of the Senior Credit Facilities, each Grantor has executed and delivered that certain Security Agreement dated September 15, 2003 made by the Grantors in favor of the Collateral Agent for the Secured Parties referred to therein (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in

which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

**SECTION 2. Security for Obligations.** The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**SECTION 3. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

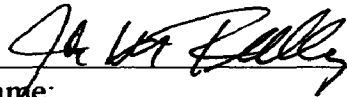
**SECTION 4. Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 5. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**SECTION 6. Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CONSOL ENERGY INC.

By   
Name:  
Title:

Address for Notices:  
Consol Plaza  
1800 Washington Road  
Pittsburgh, PA 15241

**Schedule A to the  
IP Security Agreement**

**Patents**

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
CONSOL Energy Inc.	Method & Apparatus for Separation Measurement and Alignment System	United States	5185935			16FE1993
CONSOL Energy Inc.	High-strength Synthetic Aggregate	United States	5,364,572\			15NO1994
CONSOL Energy Inc.	An Air Flow Reversal Prevention Door Assembly	United States	5,921,862			13JL1999
CONSOL Energy Inc.	Method for Making Manufactured Aggregates from Coal Combustion By-products	United States	6,054,074\			25AP2000
CONSOL Energy Inc.	Method of Providing Temporary Support for an Extended Conveyor Belt	United States	5,938,004			17AU1999
CONSOL Energy Inc.	Method for Making Manufactured Aggregates from Coal Combustion By-products	Patent Cooperation Treaty		PCT/US99/ 22021	22SE1999	
CONSOL Energy Inc.	Apparatus and Method for Temporary Support and Isolation for a Conveyor Belt	United States		09/626.586	27JL2000	

**Schedule B to the  
IP Security Agreement**

**Domain Names and Trademarks**

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
CONSOL Energy Inc.		USA	CONSOL ENERGY	2,756,594			8/26/03
CONSOL Energy Inc.		USA	CE CONSOL ENERGY (with design)	2,756,595			08/26/03
CONSOL Energy Inc.		USA	CE (design)	75/924,233			02/22/00

**Schedule C to  
the IP Security Agreement**

**Copyrights**

**None**