



2004 APR 26 AM 10:15

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION

102731475

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

FINANCE SECTION TRADEMARKS ONLY

Tab settings

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

41-2604

1. Name of conveying party(ies): Dry Systems Technologies

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

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

3. Nature of conveyance:

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

Execution Date: 03/19/04

2. Name and address of receiving party(ies)

Name: RAG Coal Development Corporation Internal Address: 999 Corporate Boulevard

Street Address: 999 Corporate Boulevard

City: Linthicum Heights State: MD Zip: 21090

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,446,161 and 2,290,026

Additional number(s) attached Yes No

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

Name: Bruce E. Dahl

Internal Address: Dahl & Osterloth, LLP

555 17th Street, Suite 3405

Denver, CO 80202-3937

Street Address: 555 17th Street, Suite 3405

City: Denver State: CO Zip: 80202-3937

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 80.00

- Enclosed (Check No. 5234), Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Bruce E. Dahl, Reg. No. 33,670 Name of Person Signing

Signature

04-20-2004 Date

Total number of pages including cover sheet, attachments, and document: 9

\$15.00

04/27/2004 6TOM11 00000105 2446161

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

01 FC:8521 02 FC:8522

40.00 OP 25.00 OP

04/27/2004 6TOM11 000135061

CHECK Refund Total

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("*Assignment*") is made and entered into as of March A, 2004 ("*Effective Date*"), by and between Dry Systems Technologies, a general partnership formed under the laws of the State of Colorado, having a place of business at 1302 S.W. 22, Loveland, Colorado 80537 (the "*Assignor*"), and RAG Coal Development Corporation, a Delaware corporation, having a principal place of business at 999 Corporate Boulevard, Linthicum, Maryland 21090 (the "*Assignee*").

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign Assignor's entire right, title and interest in (a) those United States trademark registrations identified and set forth on *Schedule A* attached hereto (the "*Marks*") and (b) the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee its entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

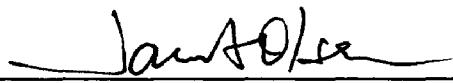
Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

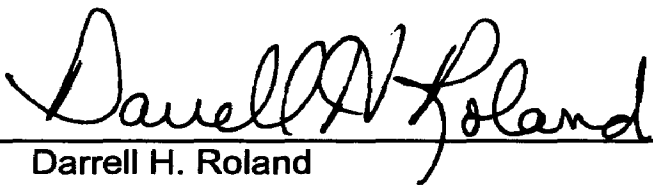
IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed by the undersigned officers thereunto duly authorized this 19th day of March, 2004.

DRY SYSTEMS TECHNOLOGIES

**By: RAG COAL DEVELOPMENT CORPORATION,
Its Liquidating Partner**

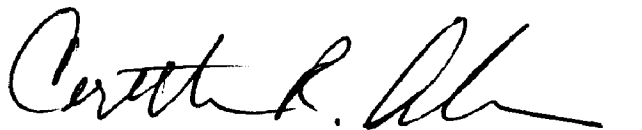
By: 
James A. Olsen
Vice President

RAG COAL DEVELOPMENT CORPORATION

By: 
Darrell H. Roland
Vice President and Controller

STATE OF Maryland)
)ss.:
COUNTY OF Anne Arundel)

On this 19th day of March 2004, there appeared before me James A. Olsen, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of DRY SYSTEMS TECHNOLOGIES.



Notary Public
Seal:



CARLETTE R. ALLEN
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
My Commission Expires Apr. 29, 2006

STATE OF Maryland)
)ss.:
COUNTY OF Anne Arundel)

On this 19th day of March 2004, there appeared before me Darrell H. Roland, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of RAG COAL DEVELOPMENT CORPORATION.



Notary Public
Seal:



CARLETTE R. ALLEN
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
My Commission Expires Apr. 29, 2006

Schedule A

US Trademarks

Mark	Reg. #	Reg. Date	Status	Renewal Date
Dry Systems Technologies	2,446,161	April 24, 2001	Registered	April 24, 2011
Dry Systems Technologies	2,290,026	November 2, 1999	Registered	November 2, 2009

**Consent of the Sole Member of the Management Committee
of
Dry Systems Technologies General Partnership**

Appointment of Liquidating Partner; Ratification

The undersigned, constituting the sole member of the Management Committee of Dry Systems Technologies General Partnership, a Colorado general partnership (the "Partnership"), hereby consents as permitted by Section 4.4 of the Agreement of General Partnership, dated as of May 19, 1992 (as amended, modified or supplemented as of the date hereof, the "Partnership Agreement"), as follows:

WHEREAS, RAG Coal Development Corporation ("RAG") purchased Paas Technologies, Inc.'s ("Paas") interests in the Partnership pursuant to that certain Asset Purchase and Sale Agreement, dated May 22, 2002, by and among RAG, Paas and Norbert Paas, and that certain Partnership Interest Transfer Agreement, dated May 22, 2002, by and between RAG and Paas (collectively, the "Paas Transfer Agreements");

WHEREAS, after giving effect to the consummation of the transactions contemplated by the Paas Transfer Agreements, RAG constituted the sole partner of the Partnership;

WHEREAS, pursuant to Section 7.1(c) of the Partnership Agreement and Sections 106(1) and 131(1)(c) of the Uniform Partnership Law of the State of Colorado (the "Colorado Partnership Law"), the Partnership was dissolved because only one partner remained; and

WHEREAS, the undersigned member of the Management Committee desires to wind-up the affairs of, and terminate, the Partnership in accordance with the provisions of the Partnership Agreement and the Colorado Partnership Law;

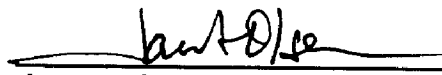
NOW THEREFORE, BE IT RESOLVED, that the undersigned sole member of the Management Committee hereby designates and appoints RAG as the "liquidating partner" of the Partnership pursuant to Section 8.1 of the Partnership Agreement;

RESOLVED FURTHER, that RAG, as the "liquidating partner," shall have all such power and authority under the Partnership Agreement and the Colorado Partnership Law necessary to effect the winding up and termination of the Partnership;

RESOLVED, FURTHER, that all actions taken and all papers, agreements, instruments, reports, certificates and documents executed and delivered, filed or recorded through the date hereof in connection with the transactions described in or contemplated by the foregoing resolutions by RAG as the liquidating partner are hereby approved, ratified and confirmed in all respects; and

RESOLVED FURTHER, that RAG, as the liquidating partner, be, and it hereby is, authorized and directed to do all other acts, take all actions and prepare, file, record, execute and deliver all papers, instruments, reports, certificates, agreements and documents in connection therewith which it, in its sole discretion, determines to be proper, necessary and advisable in order to accomplish and carry out the purposes and intent of the foregoing resolutions (including, without limitation, the transfer, sale, conveyance or otherwise disposition of all Partnership assets and properties of whatever nature and otherwise) (such determination to be conclusively, but not exclusively, evidenced by the taking of such actions or by the execution of such papers, instruments, reports, certificates, agreements and documents).

This consent has been duly executed by the undersigned sole member of the Management Committee of the Partnership this 19th day of March, 2004.



James A. Olsen

Consent of the Sole Partner of Dry Systems Technologies General Partnership

Winding Up and Termination of the Partnership; Appointment of Management Committee Member and Manager; Ratification

The undersigned, constituting the sole partner of Dry Systems Technologies General Partnership, a Colorado general partnership (the "Partnership"), hereby consents as permitted by Section 4.16 of the Agreement of General Partnership, dated as of May 19, 1992 (as amended, modified or supplemented as of the date hereof, the "Partnership Agreement"), as follows:

WHEREAS, RAG Coal Development Corporation ("RAG") purchased Paas Technologies, Inc.'s ("Paas") interests in the Partnership pursuant to that certain Asset Purchase and Sale Agreement, dated May 22, 2002, by and among RAG, Paas and Norbert Paas, and that certain Partnership Interest Transfer Agreement, dated May 22, 2002, by and between RAG and Paas (collectively, the "Paas Transfer Agreements");

WHEREAS, after giving effect to the consummation of the transactions contemplated by the Paas Transfer Agreements, RAG constituted the sole partner of the Partnership;

WHEREAS, pursuant to Section 7.1(c) of the Partnership Agreement and Sections 106(1) and 131(1)(c) of the Uniform Partnership Law of the State of Colorado (the "Colorado Partnership Law"), the Partnership was dissolved because only one partner remained; and

WHEREAS, the undersigned partner desires to wind-up the affairs of, and terminate, the Partnership in accordance with the provisions of the Partnership Agreement and the Colorado Partnership Law;

NOW THEREFORE, BE IT RESOLVED, that RAG hereby approves the winding up and termination of the Partnership in accordance with the Partnership Agreement and the Colorado Partnership Law;

RESOLVED FURTHER, that RAG hereby affirms the designation and appointment of James A. Olsen as RAG's representative to the Management Committee of the Partnership;

RESOLVED, FURTHER, that the undersigned partner hereby affirms the designation and appointment of James A. Olsen as the "Manager" of the Partnership, to have such rights, duties and powers as are specified in the Partnership Agreement and such other rights, powers and duties as shall be delegated or assigned to Jim Olsen by the undersigned sole partner;

RESOLVED, FURTHER, that the undersigned sole partner hereby affirms the grant to James A. Olsen, in his capacity as the "Manager" of the Partnership, of full

power and authority to execute and deliver, in the name and on behalf of the Partnership, the Paas Transfer Agreements and such other agreements, documents and instruments as shall be necessary or appropriate to more fully give effect to the transactions contemplated thereby;

RESOLVED, FURTHER, that all actions taken and all papers, agreements, instruments, reports, certificates and documents executed and delivered, filed or recorded through the date hereof in connection with the transactions described in or contemplated by the foregoing resolutions by James A. Olsen as either RAG's representative on the Management Committee or as the "Manager" of the Partnership, are hereby approved, ratified and confirmed in all respects; and

RESOLVED FURTHER, that James A. Olsen, as RAG's representative on the Management Committee and as the "Manager" of the Partnership, be, and he hereby is authorized and directed to do all other acts, take all actions and prepare, file, record, execute and deliver all papers, instruments, reports, certificates, agreements and documents in connection therewith which he, in his sole discretion, determines to be proper, necessary and advisable in order to accomplish and carry out the purposes and intent of the foregoing resolutions (including, without limitation, the transfer, sale, conveyance or otherwise disposition of all Partnership assets and properties of whatever nature and otherwise) (such determination to be conclusively, but not exclusively, evidenced by the taking of such actions or by the execution of such papers, instruments, reports, certificates, agreements and documents).

This consent has been duly executed by the undersigned sole partner of the Partnership this 19th day of March, 2004.

RAG COAL DEVELOPMENT CORPORATION

By: James A. Olsen
James A. Olsen
Vice President