

4/6/04

08-24-2004

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



102819714

U.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):

Foundation Coal Development Corporation

- 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 Trademark Sec. Agmt.
- Merger
- Change of Name

Execution Date: 07/30/2004

2. Name and address of receiving party(ies)

Name: Citicorp North America, Inc.

Internal Address: as Collateral Agent

Street Address: 2 Penns Way, Suite 200

City: New Castle State: DE Zip: 19720

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York Banking Corporation
- 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) 2,290,026, 2,441,161

Additional number(s) attached Yes No

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

Name: Tina Qualls

Internal Address:

Corporation Service Company

Street Address:

1133 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy
Name of Person Signing

James P. Murphy
Signature

August 3, 2004
Date

Total number of pages including cover sheet, attachments, and document: 60

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



08-06-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #66

TRADEMARK
REEL: 003031 FRAME: 0526

08/23/2004 EDCOPER 0000064 2290026
01 FC-8521
02 FC-8522

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2004, made by Foundation Coal Development Corporation (f/k/a RAG Coal Development Corporation) (the "Pledgor"), in favor of Citicorp North America, Inc., in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement.

WITNESSETH:

WHEREAS, Pledgor is a party to a Guarantee and Collateral Agreement of even date herewith (the "Guarantee and Collateral Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Pledge of Security Interest in Trademark Collateral. Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing

in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall evidence but one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.


[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

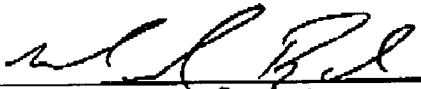
FOUNDATION COAL DEVELOPMENT
CORPORATION

(f/k/a RAG Coal Development Corporation)

By: 
Name: Gary G. Pearson
Title: Treasurer

Accepted and Agreed:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: 
Name: Michael Barrish
Title: Vice President

Trademark Security Agreement Signature Page

TRADEMARK
REEL: 003031 FRAME: 0530

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner	Registration Number	Registration Date	Country	Description
Foundation Coal Development Corporation	2,290,026	11/02/99	United States	Dry Systems Technologies
Foundation Coal Development Corporation	2,446,161	04/24/01	United States	Dry Systems Technologies & Design