

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Foundation Coal Development Corporation		07/07/2006	CORPORATION: DELAWARE
Foundation Coal Corporation		07/07/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc, as collateral agent
Street Address:	2 Penns Way
Internal Address:	Suite 200
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2446161	DRY SYSTEMS TECHNOLOGIES
Registration Number:	3091381	F
Serial Number:	78476165	FOUNDATION COAL CORPORATION
Serial Number:	78476174	F FOUNDATION COAL CORPORATION

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

CH \$115.00 2446161

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	07/11/2006
Total Attachments: 5 source=foundation - citicorp tm#page4.tif source=foundation - citicorp tm#page5.tif source=foundation - citicorp tm#page6.tif source=foundation - citicorp tm#page7.tif source=foundation - citicorp tm#page8.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 7, 2006, made by Foundation Coal Corporation and Foundation Coal Development Corporation (each a "Pledgor", and together, the "Pledgors"), in favor of Citicorp North America, Inc., in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the Amended and Restated Credit Agreement referred to below.

WITNESSETH:

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement, dated as of July 30, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, Foundation PA Coal Company, LLC, Foundation Coal Corporation, a Delaware corporation, the Lenders party thereto, the Issuing Banks party thereto, Citicorp North America, Inc., as Administrative Agent and as Collateral Agent for the Lenders, the Co-Documentation Agents party thereto, and Citigroup Global Markets Inc., as sole Syndication Agent, sole Lead Arranger and sole Book Manager, are parties to the Credit Agreement, dated as of July 30, 2004, as amended and restated as of July 7, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Amended and Restated Credit Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Amended and Restated Credit Agreement, the Pledgors hereby agree 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. Pledgors hereby grant to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of their rights, titles and interests in, to and under all the following Collateral of such Pledgors:

- (a) Trademarks of such Pledgors 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 the

Pledgors hereby acknowledge and affirm 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 Pledgors 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.

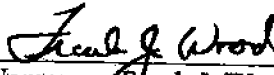
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall evidence but one instrument. Delivery of an executed counterpart of a signature page of this Agreement 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 officer as of the date first set forth above.

Very truly yours,

FOUNDATION COAL CORPORATION

By: 
Name: Frank J. Wood
Title: Chief Financial Officer

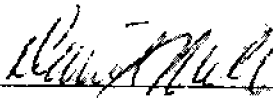
FOUNDATION COAL DEVELOPMENT CORPORATION

By: 
Name: Gary G. Pearson
Title: Treasurer

[Trademark Security Agreement Signature Page]

Accepted and Agreed:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: 

Name:

Title:

DANIEL J. MILLER
VICE PRESIDENT

[Trademark Security Agreement Signature Page]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner	Registration Number	Registration Date	Country	Description
Foundation Coal Development Corporation	2,446,161	04/24/01	United States	Dry Systems Technologies & Design
Foundation Coal Corporation	3,091,381	05/09/06	United States	Stylized (Flying) F
Foundation Coal Corporation	78/476,165	NOP 09/06/05	United States	Trademark App. "FCC"
Foundation Coal Corporation	78/476,174*	NOP 09/06/05	United States	Trademark App. "FCC and Design"

*To be abandoned.