

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------------|----------|----------------|-------------------------------------|
| Foundation Coal Corporation | | 07/31/2009 | CORPORATION: DELAWARE |
| Alpha Natural Resources, Inc. | | 07/31/2009 | CORPORATION: DELAWARE |
| Dickenson-Russell Coal Company, LLC | | 07/31/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| Paramont Coal Company Virginia | | 07/31/2009 | LIMITED LIABILITY COMPANY: 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: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------|
| Registration Number: | 3146511 | FOUNDATION COAL CORPORATION |
| Registration Number: | 3253376 | A ALPHA NATURAL RESOURCES |
| Registration Number: | 3224761 | A ALPHA NATURAL RESOURCES |
| Registration Number: | 3112318 | ALPHA NATURAL RESOURCES |
| Registration Number: | 3121125 | ALPHA NATURAL RESOURCES |
| Registration Number: | 0630215 | MOSS |
| Registration Number: | 1219643 | P |

CORRESPONDENCE DATA

Fax Number: (202)408-3141

900139988

**TRADEMARK
 REEL: 004035 FRAME: 0655**

CH \$190.00 3146511

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 084320 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /Jean Paterson/ |
| Date: | 07/31/2009 |

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2009, made by Foundation Coal Corporation, Alpha Natural Resources, Inc., Dickenson-Russell Coal Company, LLC and Paramount Coal Company Virginia, LLC (the "Pledgors"), in favor of Citicorp North America, Inc., in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the Guarantee and Collateral Agreement referred to below.

WITNESSETH:

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement dated as of July 31, 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;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each of 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. Each of the Pledgors hereby grant 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 each 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 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: Frank J. Wood
Name: Frank J. Wood
Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 004035 FRAME: 0659

ALPHA NATURAL RESOURCES, INC

By: 

Name: Vaughn R. Groves
Title: Executive Vice President,
General Counsel and Corporate
Secretary

DICKENSON-RUSSELL COAL
COMPANY, LLC

By: 

Name: Vaughn R. Groves
Title: Vice President and Assistant
Secretary

PARAMONT COAL COMPANY
VIRGINIA, LLC

By: 

Name: Vaughn R. Groves
Title: Vice President and Assistant
Secretary

Trademark Security Agreement

TRADEMARK
REEL: 004035 FRAME: 0660

Accepted and Agreed:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: Raymond G. Dunning
Name: Raymond G. Dunning
Title: Vice President

Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| Owner | Registration Number | Registration Date | Country | Description |
|-------------------------------------|---------------------|---|---------------|--|
| Foundation Coal Corporation | 3,146,511 | 09/19/06 | United States | Foundation Coal Corporation |
| Alpha Natural Resources, Inc. | 3,253,376 | 06/19/07 | United States | A Alpha Natural Resources (and Design) |
| Alpha Natural Resources, Inc. | 3,224,761 | 04/03/07 | United States | A Alpha Natural Resources (and Design) |
| Alpha Natural Resources, Inc. | 3,112,318 | 07/04/06 | United States | Alpha Natural Resources |
| Alpha Natural Resources, Inc. | 3,121,125 | 07/25/06 | United States | Alpha Natural Resources |
| Dickenson-Russell Coal Company, LLC | 630,215 | 07/10/56 (registered) 07/10/06 (renewed) | United States | Moss (Stylized) |
| Paramont Coal Company Virginia, LLC | 1,219,643 | 12/14/82 (registered) 12/14/02 (renewed) | United States | P (and Design) |