

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Release Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon, formerly known as The Bank of New York		10/29/2009	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Andalex Resources, Inc.		
Street Address:	794 North "C" Canyon Road		
City:	East Carbon		
State/Country:	UTAH		
Postal Code:	84520		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2167285	ANDALEX	
Registration Number:	2167284		
Registration Number:	2734953	WEST RIDGE	
Registration Number:	2871414		
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-1059		

OP \$115.00 2167285

900146592

**TRADEMARK
 REEL: 004088 FRAME: 0534**

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	10/30/2009
Total Attachments: 4 source=Executed_First Lien Trademark Security Release#page1.tif source=Executed_First Lien Trademark Security Release#page2.tif source=Executed_First Lien Trademark Security Release#page3.tif source=Executed_First Lien Trademark Security Release#page4.tif	

FIRST LIEN TRADEMARK SECURITY RELEASE AGREEMENT

This FIRST LIEN TRADEMARK SECURITY RELEASE AGREEMENT (the “*Trademark Security Release*”) is made as of October 29, 2009, by The Bank of New York Mellon, formerly known as The Bank of New York, as Collateral Agent (together with its permitted successors and assigns, the “*Collateral Agent*”) for the benefit of the Secured Parties (together with their respective permitted successors and assigns, collectively, the “*Secured Parties*”), in favor of Andalex Resources, Inc. (together with its permitted successors and assigns, “*Grantor*”) All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Pledge and Security Agreement (as defined below).

WHEREAS, Grantor entered into a First Lien Pledge and Security Agreement dated as of January 28, 2005 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “*Pledge and Security Agreement*”), with the Collateral Agent, as the successor Collateral Agent to Goldman Sachs Credit Partners L.P., and certain other parties as named therein;

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor has executed and delivered that certain Trademark Security Agreement (First Lien) dated as of December 7, 2006 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “*Trademark Security Agreement*”) pursuant to which Grantor granted to the Collateral Agent, as the successor Collateral Agent to Goldman Sachs Credit Partners L.P., for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, the Collateral Agent now desires to release its security interest in and to the Grantor’s right, title and interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent and the Grantor hereby agree as follows:

SECTION 1. Release of Security Interest. The Collateral Agent hereby terminates and releases in its entirety its security interest in and lien on all of Grantor’s right, title and interest in and to all of the following (the “*Trademark Collateral*”):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to, the registrations referred to in Schedule A hereto,

(b) all extensions or renewals of any of the foregoing,

(c) all of the goodwill of the business connected with the use of and symbolized by the foregoing,

(d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and

(e) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 2. Terms of Release. The release set forth in Section 1 above (a) is a quitclaim release of any and all of the security interests in the Trademark Collateral insofar as they attach to any property of any grantor under the Pledge and Security Agreement and the Trademark Security Agreement and (b) is given and will be effective without any recourse to the undersigned (whether as Collateral Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Collateral Agent or in its personal capacity). No obligation secured by the security interests is released, discharged or terminated hereby. This Trademark Security Release is delivered pursuant to and on the terms set forth in the Collateral Agent's letter to Murray Energy Corporation, an Ohio corporation, entitled "Pay-Off Letter" and dated October 29, 2009.

SECTION 3. Recordation. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks any other applicable government officer record this Trademark Security Release.

SECTION 4. Execution in Counterparts. This Trademark Security Release may be executed and delivered (including by facsimile transmission) 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. Governing Law. **THIS TRADEMARK SECURITY RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

The Bank of New York Mellon (formerly known as the Bank of New York), as Collateral Agent

By: 

Name:

Title:

Russell J Tuman

Vice President

Schedule A

Andalex Resources, Inc.

U.S. Trademarks

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Serial No.</u>
ANDALEX	June 23, 1998	2167285	75262770
ANDALEX (design only)	June 23, 1998	2167284	75262769
WEST RIDGE	July 8, 2003	2734953	78163916
WEST RIDGE (design only)	August 10, 2004	2871414	78163928