TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cloud Peak Energy Resources LLC		11/25/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	One Pierrepont Plaza, 7th Floor
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	12201
Entity Type:	Bank: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2875225	ENERGY TO POWER THE COUNTRY
Serial Number:	77774601	
Serial Number:	77774595	CLOUD PEAK ENERGY
Serial Number:	77774381	CLOUD PEAK ENERGY

OP $115.00 2875225

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	35187

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/01/2009

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

RECITALS:

WHEREAS, CLOUD PEAK ENERGY RESOURCES LLC, a limited liability company (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, CLOUD PEAK ENERGY RESOURCES LLC (the "**Borrower**"), the Lenders party thereto, and MORGAN STANLEY SENIOR FUNDING, INC. ("**MSSF**"), as Administrative Agent and Swingline Lender, are parties to a Credit Agreement dated as of November 25, 2009 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of November 25, 2009 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the Guarantors party thereto and MSSF, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor that is Recordable Intellectual Property (as defined in the Security Agreement), including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each exclusive Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including,

without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any exclusive Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 25th day of November, 2009.

CLOUD PEAK ENERGY RESOURCES LLC,
as Grantor

By: _____
Name: C MARSHALL
Title: PRESIDENT & CEO

[Signature page to Trademark Security Agreement]

Acknowledged:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: _____
Name: Peter Zippelius
Title: Vice President

[Signature page to Trademark Security Agreement]

Schedule 1
to Trademark
Security Agreement

RIO TINTO ENERGY AMERICA, INC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
ENERGY TO POWER THE COUNTRY	2,875,225	08/17/2004

U.S. TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NO.	APPLICATION DATE
[Mountain Logo]	77,774,601	07/06/2009
CLOUD PEAK ENERGY	77,774,595	07/06/2009
CLOUD PEAK ENERGY	77,774,381	07/05/2009

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