

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alpha Natural Resources, Inc.		06/01/2011	CORPORATION: DELAWARE
Dry Systems Technologies, Inc.		06/01/2011	CORPORATION: DELAWARE
Dickenson-Russell Coal Company, LLC		06/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
Paramont Coal Company Virginia, LLC		06/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
A. T. Massey Coal Company, Inc.		06/01/2011	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc., as Collateral Agent
Street Address:	2 Penns Way, Suite 200
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3091381	F
Registration Number:	3146511	FOUNDATION COAL CORPORATION
Registration Number:	3824028	RUNNING RIGHT
Registration Number:	3833887	THE ENERGY OF TWO THE POWER OF ONE
Registration Number:	3876008	ALPHA COAL SALES CO., LLC
Registration Number:	2290026	DRY SYSTEMS TECHNOLOGIES
Registration Number:	2446161	DRY SYSTEMS TECHNOLOGIES
Registration Number:	3253376	A ALPHA NATURAL RESOURCES
Registration Number:	3224761	A ALPHA NATURAL RESOURCES
Registration Number:	3121125	ALPHA NATURAL RESOURCES

TRADEMARK

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Registration Number:	3112318	ALPHA NATURAL RESOURCES
Registration Number:	0630215	MOSS
Registration Number:	1219643	P
Registration Number:	2614626	MASSEY ENERGY
Registration Number:	2607161	M MASSEY ENERGY
Registration Number:	2607159	M
Serial Number:	85119624	WE POWER THE WORLD THROUGH THE ENERGY OF OUR PEOPLE

CORRESPONDENCE DATA

Fax Number: (212)656-1342
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-701-3345
Email: david.adams@thomsonreuters.com
Correspondent Name: James P. Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams TR/
Date:	06/01/2011

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2011, made by each of the signatories hereto (collectively, the "Pledgors"), 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, Pledgors are party to an Amended and Restated Guarantee and Collateral Agreement of even date herewith (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 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. Each 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 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.

SECTION 4. Termination. Upon the full performance of the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest

granted herein shall terminate and 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.

ALPHA NATURAL RESOURCES, INC.
as Pledgor

By



Name: Vaughn R. Groves

Title: Executive Vice President,

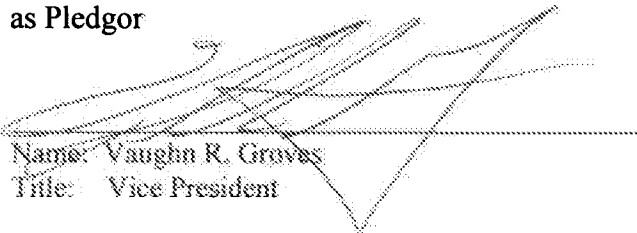
General Counsel and Secretary

Signature Page to
Third Amended and Restated – Trademark Security Agreement

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DICKENSON-RUSSELL COAL COMPANY, LLC
PARAMONT COAL COMPANY VIRGINIA, LLC
as Pledgor

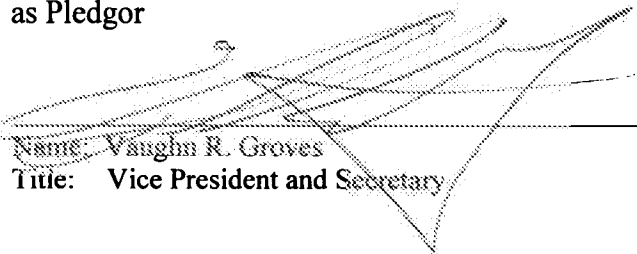
By:



Name: Vaughn R. Groves
Title: Vice President

DRY SYSTEMS TECHNOLOGIES, INC.
as Pledgor

By:

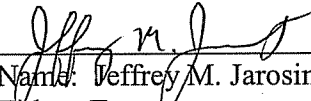


Name: Vaughn R. Groves
Title: Vice President and Secretary

Signature Page to
Third Amended and Restated – Trademark Security Agreement

TRADEMARK
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A.T. MASSEY COAL COMPANY, INC.
as Pledgor

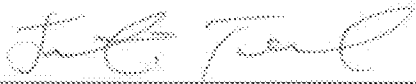
By: 
Name: Jeffrey M. Jarosinski
Title: Treasurer

Signature Page to
Third Amended and Restated – Trademark Security Agreement

TRADEMARK
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Accepted and Agreed:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: 

Name:

Title: Justin S. Tichauer
Vice President

[Trademark Security Agreement Signature Page]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner	Registration Number	Issued/Filed	Country	Description
Alpha Natural Resources, Inc.	@3,091,381	I: 05/09/2006 F: 08/31/2004	United States	Stylized (Flying) F THIS WILL NOT BE RENEWED/VRG 05-2011
Alpha Natural Resources, Inc.	@3,146,511	I: 09/19/2006 F: 08/31/2004	United States	Trademark App. "FCC"
Alpha Natural Resources, Inc.	@3,824,028	I: 07/27/2010 F: 08/19/2009	United States	Mark: Running Right
Alpha Natural Resources, Inc.	@3,833,887	I: 08/17/2010 F: 08/19/2009	United States	Mark: The Energy of Two The Power of One
Alpha Natural Resources, Inc.	@3,876,008	I: 11/16/2010 F: 02/02/2010	United States	Alpha Coal Sales Co., LLC
Dry Systems Technologies, Inc.	@2,290,026	I: 11/02/1999 F: 06/15/1998	United States	Mark: Dry Systems Technologies
Dry Systems Technologies, Inc.	@2,446,161	I: 04/24/2001 F: 02/15/2000	United States	Mark: Dry Systems Technologies & Design
Alpha Natural Resources, Inc.	@3,253,376	I: 06/19/2007 F: 04/14/2006	United States	Mark: Stylized A and name ¹
Alpha Natural Resources, Inc.	@3,224,761	I: 04/03/2007 F: 04/07/2006	United States	Service Mark: Stylized A and name ²
Alpha Natural Resources, Inc.	@3,121,125	I: 07/25/2006 F: 08/14/2002	United States	Service Mark: Name ³
Alpha Natural Resources, Inc.	@3,112,318	I: 07/04/2006 F: 08/14/2002	United States	Service Mark: Name ⁴
Dickenson-Russell Coal Company, LLC	@0630215	I: 07/10/1956 F: 02/03/1955	United States	Mark: MOSS

¹For synfuel, coal, and coal byproducts.

²For commercial and industrial coal operations.

³For commercial and industrial coal operations.

⁴For energy brokerage services in the field of coal.

Paramont Coal Company Virginia, LLC	@1219643	I: 12/14/1982 F: 12/07/1981	United States	Mark: Stylized P over "M" in shape of a mountain within a circle
A. T. Massey Coal Company, Inc.	@2614626	I: 09/03/2002 F: 03/19/2001	United States	Service Mark: Name (MASSEY ENERGY)
A.T. Massey Coal Company, Inc.	@2607161	I: 08/13/2002 F: 03/19/2001	United States	Mark: Massey Energy Logo
A.T. Massey Coal Company, Inc.	@2607159	I: 08/13/2002 F: 03/19/2001	United States	Mark: Massey "M"

PENDING TRADEMARK APPLICATIONS

Owner	Application #	Filed	Country	Description/Owner
Alpha Natural Resources, Inc.	85/119,624	I: Pending F: 08/31/2010	United States	We Power the World Through the Energy of Our People