

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Patent, Trademark and Copyright Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rhino Energy LLC		07/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
Rhino Resource Partners LP		07/29/2011	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	249 Fifth Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85172476	RHINO RESOURCE PARTNERS LP	
Serial Number:	85173632		
Serial Number:	85173659	RHINO RESOURCE PARTNERS LP	
CORRESPONDENCE DATA			
Fax Number:	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0011046-301529		

CH \$90.00 85172476

900198651

TRADEMARK
REEL: 004596 FRAME: 0133

NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	08/02/2011
Total Attachments: 18 source=pnc-rhino energy amended security agreement#page1.tif source=pnc-rhino energy amended security agreement#page2.tif source=pnc-rhino energy amended security agreement#page3.tif source=pnc-rhino energy amended security agreement#page4.tif source=pnc-rhino energy amended security agreement#page5.tif source=pnc-rhino energy amended security agreement#page6.tif source=pnc-rhino energy amended security agreement#page7.tif source=pnc-rhino energy amended security agreement#page8.tif source=pnc-rhino energy amended security agreement#page9.tif source=pnc-rhino energy amended security agreement#page10.tif source=pnc-rhino energy amended security agreement#page11.tif source=pnc-rhino energy amended security agreement#page12.tif source=pnc-rhino energy amended security agreement#page13.tif source=pnc-rhino energy amended security agreement#page14.tif source=pnc-rhino energy amended security agreement#page15.tif source=pnc-rhino energy amended security agreement#page16.tif source=pnc-rhino energy amended security agreement#page17.tif source=pnc-rhino energy amended security agreement#page18.tif	

**AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY, dated as of July 29, 2011 (as amended, restated, supplemented or modified from time to time, the "Agreement"), is entered into by and among **EACH OF THE UNDERSIGNED AND EACH OF THE OTHER PERSONS** which becomes a Pledgor hereunder from time to time, jointly and severally (each a "Pledgor" and collectively the "Pledgors"), and **PNC BANK, NATIONAL ASSOCIATION**, as Collateral Agent and Administrative Agent for itself and the Lenders under the Credit Agreement described below (the "Administrative Agent").

WHEREAS, the Pledgors are (or will be with respect to after-acquired property) the legal and beneficial owners and the holders of the Patent, Trademarks and Copyrights (as defined in Section 1 hereof); and

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement (as it may hereafter from time to time be restated, amended, amended and restated, modified or supplemented, the "Credit Agreement") of even date herewith by and among Rhino Energy LLC, a Delaware limited liability company (the "Borrower"), the Lenders now or hereafter party thereto (the "Lenders"), the Guarantors now or hereafter party thereto (the "Guarantors"), and the Administrative Agent, the Administrative Agent and the Lenders have agreed to make certain loans and grant other financial accommodations to the Pledgors;

WHEREAS, reference is made to those certain Patent, Trademark and Copyright Security Agreement dated as of August 30, 2006, made by the debtors party thereto to the Administrative Agent for the benefit of the lenders party thereto (the "Existing IP Security Agreement");

WHEREAS, the Existing Security Agreement is being amended and restated pursuant to the terms set forth herein;

WHEREAS, certain of the Pledgors have executed and delivered to the Administrative Agent that Amended and Restated Guaranty and Suretyship Agreement (as supplemented, amended, restated, replaced or modified from time to time, the "Guaranty Agreement") of even date herewith; and

WHEREAS, the obligation of the Administrative Agent and the Lenders to make loans and grant other financial accommodations under the Credit Agreement is subject to the condition, among others, that such Pledgors secure their obligations under the Guaranty Agreement and the obligations of the other Loan Parties to the Administrative Agent and the Lenders under the Credit Agreement, the other Loan Documents and otherwise by granting a security interest to the Administrative Agent in the Collateral as more fully described herein in the manner set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including those listed on Schedule A hereto (as such Schedule A may be supplemented from time to time by notice to the Administrative Agent from any Pledgor), including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Secured Obligations" shall mean and include the full and punctual payment and performance when due (whether on demand, at stated maturity, by acceleration, or otherwise and including any amounts which would become due but for the operation of an automatic stay under the federal bankruptcy code of the U.S. or any similar laws of any country or jurisdiction) of (i) all Obligations, including all obligations, liabilities and indebtedness from time to time of the Borrower or any other Loan Party to the Administrative Agent or any of the Lenders or any affiliate of any Lender or the Administrative Agent under or in connection with the Credit Agreement or any Lender-Provided Interest Rate Hedge or any Lender-Provided Commodity Hedge or any Other Lender Provided Financial Service Product, whether for principal, interest, fees, indemnities, expenses, or otherwise, and all refinancings or refundings thereof, whether such obligations, liabilities, or indebtedness are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or any other Loan Party or which would have arisen or accrued but for the commencement of such proceeding (including interest after default), even if the claim for such obligation, liability, or indebtedness is not enforceable or allowable in such proceeding, and including all Obligations, liabilities, and indebtedness arising from any extensions of credit under or in connection with the Loan Documents or any Lender-Provided Interest Rate Hedges or any Lender-Provided Commodity Hedges or any Other Lender Provided Financial Service Products from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or any

Lender-Provided Interest Rate Hedges or any Lender-Provided Commodity Hedges or any Other Lender Provided Financial Service Products or are made in circumstances in which any condition to extension of credit is not satisfied), (ii) any obligation or liability of any of the Loan Parties arising out of overdrafts on deposits or other accounts or out of electronic funds (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Administrative Agent or any Lender to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Administrative Agent's or any Lender's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements, and (iii) any amendments, extensions, renewals and increases of or to any of the foregoing.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and their respective affiliates, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants, and covenants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except as otherwise described on Schedule B, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(g) such Pledgor will not change its state of incorporation, formation or organization, as applicable;

(h) such Pledgor will not change its name; and

(i) such Pledgor shall preserve its corporate, limited liability company or partnership existence, as applicable, and, except as permitted by the Credit Agreement, shall not (i) in one transaction, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor (or another Pledgor), or (ii) sell all or substantially all of its assets.

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

5. Each Pledgor agrees that, until all of the Secured Obligations shall have been Paid in Full, all Commitments have been terminated and all Letters of Credit and Lender-Provided Interest Rate Hedges and Lender-Provided Commodity Hedges and Other Lender Provided Financial Service Products have expired or been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. If, before the Secured Obligations shall have been Paid in Full and all Commitments have been terminated and all Letters of Credit and Lender-Provided Interest Rate Hedges and Lender-Provided Commodity Hedges and any Other Lender Provided Financial Service Products have expired or been terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. The Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform

Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including reasonable fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. At such time as all of the Secured Obligations shall have been Paid in Full and all Commitments shall have been terminated and all Letters of Credit and Lender-Provided Interest Rate Hedges and Lender-Provided Commodity Hedges and any Other Lender Provided Financial Service Products have expired or been terminated, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation

of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by the Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been Paid in Full and the Commitments shall have terminated, and the Letters of Credit and Lender-Provided Interest Rate Hedges and Lender-Provided Commodity Hedges and any Other Lender Provided Financial Service Products have expired or been terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Lender-Provided Interest Rate Hedges or Lender-Provided Commodity Hedges or any Other Lender Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(a)

(b) Without limitation of the preceding Subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Lender-Provided Interest Rate Hedges and Lender-Provided Commodity Hedges and any Other Lender Provided Financial Service Products and the value of the benefits described in Paragraph 24 hereof, including (and to the extent not inconsistent with applicable federal and state laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Lender-Provided Interest Rate Hedges or the Lender-Provided Commodity Hedges, or

(ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or

unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 25 hereof with respect to additions and supplements to Schedule A and Schedule B hereto.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the Commonwealth of Pennsylvania.

19. EACH PLEDGOR HEREBY IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA AND THE U.S. DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO SUCH PLEDGOR AT THE ADDRESS PROVIDED FOR IN SECTION 11.6 [NOTICES] OF THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON SUCH LACK OF JURISDICTION OR VENUE.

20. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

22. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in Section 11.5 [Notices; Effectiveness; Electronic Communications] of the Credit Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (a) to inspect the books and records related to the Patents, Trademarks and Copyrights, (b) to receive the various notifications such Pledgor is required to deliver hereunder, (c) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (d) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (e) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

24. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

25. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A and Schedule B hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

26. This Agreement amends and restates in its entirety the Existing IP Security Agreement; and the Pledgors confirm that the Existing IP Security Agreement has at all times, since the date of the execution and delivery of such document, remained in full force and effect and continued to secure such obligations which are continued as the Secured Obligations hereunder as amended hereby; and all such Patents, Trademarks and Copyrights shall continue to secure the Secured Obligations hereunder. The Pledgors and the Administrative Agent acknowledge and agree that the amendment and restatement of the Existing IP Security Agreement by this Agreement is not intended to constitute, nor does it constitute, a novation, interruption, suspension of continuity, satisfaction, discharge or termination of the obligations,

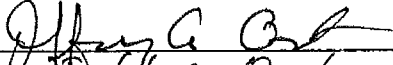
liabilities, or indebtedness under the Existing IP Security Agreement or the collateral security therefor and this Agreement is entitled to all rights and benefits originally pertaining to the Existing IP Security Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

**[SIGNATURE PAGE - AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**


IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized,
have executed and delivered this Agreement as of the day and year first above set forth.

RHINO ENERGY LLC, a Delaware limited
liability company

By:  (SEAL)
Name: Jeffrey Quatman
Title: Vice President of Financial Services

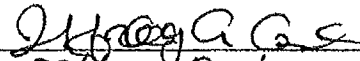
RHINO RESOURCE PARTNERS LP

By: Rhino GP LLC, its general partner

By: 
Name: Jeffrey Quatman
Title: Vice President of Financial
Services

[SIGNATURE PAGE - AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

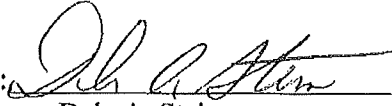
BUCK COAL, INC.
CAM AIRCRAFT LLC
CAM-BB LLC
CAM COAL TRADING LLC
CAM-COLORADO LLC
CAM-KENTUCKY REAL ESTATE LLC
CAM MINING LLC
CAM-OHIO REAL ESTATE LLC
CASTLE VALLEY MINING LLC
CLINTON STONE LLC
DEANE MINING LLC
HOPEDALE MINING LLC
LEESVILLE LAND, LLC
MCCLANE CANYON MINING LLC
RAM PROCESSING, INC.
RESERVE HOLDINGS LLC
RHINO COALFIELD SERVICES LLC
RHINO EXPLORATION LLC
RHINO NORTHERN HOLDINGS LLC
RHINO OILFIELD SERVICES LLC
RHINO SERVICES LLC
RHINO TECHNOLOGIES LLC
RHINO TRUCKING LLC
SANDS HILL MINING LLC
SPRINGDALE LAND, LLC
TAYLORVILLE MINING LLC
THE ELK HORN COAL COMPANY, LLC
THE ELK HORN CORPORATION
TRIAD ROOF SUPPORT SYSTEMS LLC

By: 
Name: Jeffrey Quatman
Title: Vice President of Financial Services
of each Pledgor listed above on behalf of
each such Pledgor

**[SIGNATURE PAGE - AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

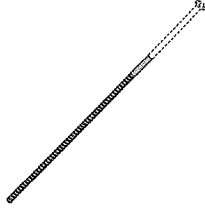
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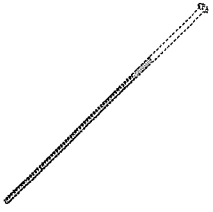
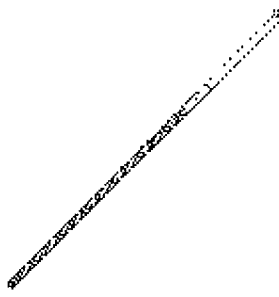

**PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent**


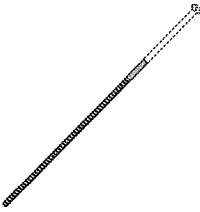
By: 
Name: Dale A. Stein
Title: Senior Vice President

Schedule A
Patent, Trademark and Copyright Security Agreement

COUNTRY	APPL. NO./ FILING DATE	REG. NO./ ISSUE DATE	TITLE	STATUS
United States	08/697,098 Aug. 19, 1996	5,755,535 May 26, 1998	MINE ROOF TRUSS SYSTEM AND RELATED INSTALLATION METHOD	Issued Expires: Aug. 19, 2016
United States	09/524,487 Mar. 13, 2000	6,435,778 Aug. 20, 2002	CABLE TRUSS SYSTEM AND RELATED INSTALLATION METHOD	Issued Third Maintenance Fee: Feb. 20, 2014
United States	11/292,489 Dec. 2, 2005	7,896,581 Mar. 1, 2011	RE-TENSIONABLE CABLE BOLT APPARATUS AND RELATED METHOD	Issued First Maintenance Fee: Sept. 1, 2014
Australia	2008362189 Mar. 2, 2011		RE-TENSIONABLE CABLE BOLT APPARATUS AND RELATED METHOD	Examination Due: Sept. 25, 2013 Annuity Due: Sept. 25, 2013
China	20080131278.5 Mar. 24, 2011		RE-TENSIONABLE CABLE BOLT APPARATUS AND RELATED METHOD	Examination Due: Sept. 25, 2013
South Africa	2011/01952 Mar. 15, 2011		RE-TENSIONABLE CABLE BOLT APPARATUS AND RELATED METHOD	Pending
United States	13/035,292 Feb. 25, 2011		RE-TENSIONABLE CABLE BOLT APPARATUS AND RELATED METHOD	First Office Action issued; response due August 17, 2011
United States	11/539,654 Oct. 9, 2006	7,481,603 Jan. 27, 2009	TENSIONABLE SPIRAL BOLT WITH RESIN NUT AND RELATED METHOD	Issued First Maintenance Fee: July 27, 2012
Australia	2008352050 Mar. 5, 2008		TENSIONABLE SPIRAL BOLT WITH RESIN NUT AND RELATED METHOD	Annuity due Mar. 5, 2013

South Africa	200880127770. 5 Sept. 2, 2010		TENSIONABLE SPIRAL BOLT WITH RESIN NUT AND RELATED METHOD	Pending
United States	2010/06283 Sept. 3, 2010		TENSIONABLE SPIRAL BOLT WITH RESIN NUT AND RELATED METHOD	Annuity Due Mar. 5, 2012
United States	12/313,149 Nov. 17, 2008	7,758,284 July 20, 2010	TENSIONABLE SPIRAL BOLT WITH RESIN NUT AND RELATED METHOD	Issued First Maintenance Fee: Jan. 20, 2014
United States	77/407,051 Feb. 27, 2008		TRI-TECH	Allowed Nov. 4, 2008 Statement of Use Due Nov. 4, 2011
United States	12/563,542 Sept. 21, 2009		TENSIONABLE SPIRAL BOLT WITH RESIN NUT AND RELATED METHOD	Status Inquiry conducted Jan. 26, 2011; First Office Action predicted in approximately 6 months
United States	12/849,115 Aug. 3, 2010		NON-TENSIONABLE CABLE BOLT	Status Inquiry conducted Jan. 26, 2011; First Office Action predicted in approximately 22 months
United States	TM App. 85/222,938 Jan. 21, 2011			Office Action Response Due: Nov. 5, 2011

United States	TM App. 85/222,954 Jan. 21, 2011			Office Action Response Due: Nov. 5, 2011
United States	TM App. S.N. 85/223,108 Jan. 21, 2011			Office Action Response Due: Nov. 5, 2011
United States	TM App. S.N. 85/172,476 Nov. 9, 2010	RHINO RESOURCE PARTNERS LP		Pending
United States	TM App. S.N. 85/173/632 Nov. 10, 2010			Pending

United States	TM App. S.N. 85/173/659 Nov. 10, 2010		 RHINO RESOURCE PARTNERS L.P.	Pending
United States	U.S. Design Patent App. Ser. No. 29/388,967 Apr. 5, 2011			Information Disclosure Statement to be filed

**SCHEDULE B
TO
AMENDED AND RESTATED PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS**

None.