

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oxford Resource Partners, LP		06/24/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Obsidian Agency Services, Inc., as collateral agent		
Street Address:	c/o Tennenbaum Capital Partners, 2951 28th Street		
Internal Address:	Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4079020	OXFORD RESOURCE PARTNERS RELIABILITY MAT	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	077341-0011		
NAME OF SUBMITTER:	Scott Kareff (077341-0011)		

Signature:	/kc for sk/
Date:	06/24/2013
<b>Total Attachments: 4</b> source=Trademark Assignment for Security for Oxford Resource Partners, LP#page1.tif source=Trademark Assignment for Security for Oxford Resource Partners, LP#page2.tif source=Trademark Assignment for Security for Oxford Resource Partners, LP#page3.tif source=Trademark Assignment for Security for Oxford Resource Partners, LP#page4.tif	

## ASSIGNMENT FOR SECURITY – TRADEMARKS

**THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE IN ALL RESPECTS SUBJECT TO THE TERMS AND PROVISIONS OF THAT CERTAIN INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE "INTERCREDITOR AGREEMENT") DATED AS OF JUNE 24, 2013 AMONG CERBERUS BUSINESS FINANCE, LLC, AS FIRST LIEN AGENT FOR CERTAIN FIRST LIEN LENDERS, OBSIDIAN AGENCY SERVICES, INC., AS SECOND LIEN AGENT FOR CERTAIN SECOND LIEN LENDERS, OXFORD MINING COMPANY, LLC AND THE OTHER "OBLIGORS" FROM TIME TO TIME SIGNATORY THERETO; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.**

June 24, 2013

WHEREAS, Oxford Resource Partners, LP, a Delaware limited partnership (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated June 24, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Obsidian Agency Services, Inc., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The provisions of this agreement are in all respects subject to the terms and provisions of the Intercreditor Agreement, including the relative rights, obligations and priorities with respect to any Collateral or proceeds thereof, but such Intercreditor Agreement shall not impart any rights on the Assignor.

[signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

OXFORD RESOURCE PARTNERS, LP


By: Oxford Resources GP, LLC, its General Partner

By: 

Name: Bradley W. Harris

Title: Senior Vice President and Chief Financial Officer

## SCHEDULE A TO ASSIGNMENT FOR SECURITY

<u>Grantor</u>	<u>Trademark</u>	<u>Registration/ Application No.</u>	<u>Date</u>
Oxford Resource Partners, LP	 The logo for Oxford Resource Partners features a stylized graphic of three overlapping squares to the left of the word "Oxford" in a large, bold, serif font. Below "Oxford" is the text "Resource Partners" in a smaller, sans-serif font.	4079020	November 1, 2010