

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		CORRECTIVE ASSIGNMENT													
NATURE OF CONVEYANCE:		Corrective Assignment to correct the receiving party name and entity type previously recorded on Reel 002958 Frame 0577. Assignor(s) hereby confirms the correct receiving party name and entity type are ICG ADDCAR Systems, LLC, a Delaware limited liability company.													
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Mining Technologies, Inc.</td> <td></td> <td>09/30/2004</td> <td>CORPORATION: KENTUCKY</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Mining Technologies, Inc.		09/30/2004	CORPORATION: KENTUCKY				
Name	Formerly	Execution Date	Entity Type												
Mining Technologies, Inc.		09/30/2004	CORPORATION: KENTUCKY												
RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>ICG ADDCAR Systems, LLC</td> </tr> <tr> <td>Street Address:</td> <td>No. 1 HWM Drive</td> </tr> <tr> <td>City:</td> <td>Ashland</td> </tr> <tr> <td>State/Country:</td> <td>KENTUCKY</td> </tr> <tr> <td>Postal Code:</td> <td>41102</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>				Name:	ICG ADDCAR Systems, LLC	Street Address:	No. 1 HWM Drive	City:	Ashland	State/Country:	KENTUCKY	Postal Code:	41102	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	ICG ADDCAR Systems, LLC														
Street Address:	No. 1 HWM Drive														
City:	Ashland														
State/Country:	KENTUCKY														
Postal Code:	41102														
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE														
PROPERTY NUMBERS Total: 1															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>1795602</td> <td>ADDCAR</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	1795602	ADDCAR						
Property Type	Number	Word Mark													
Registration Number:	1795602	ADDCAR													
CORRESPONDENCE DATA															
Fax Number: 5025402268 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 502/587-3707 Email: aberge@bgdlegal.com Correspondent Name: Amy B. Berge Address Line 1: 101 South Fifth Street Address Line 2: 3500 National City Tower Address Line 4: Louisville, KENTUCKY 40202															
ATTORNEY DOCKET NUMBER:		110166.000045													
NAME OF SUBMITTER:		Amy B. Berge													

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Signature:	/Amy B. Berge/
Date:	09/26/2013
<b>Total Attachments: 16</b> source=ADDCAR corrective assignment attachments#page1.tif source=ADDCAR corrective assignment attachments#page2.tif source=ADDCAR corrective assignment attachments#page3.tif source=ADDCAR corrective assignment attachments#page4.tif source=ADDCAR corrective assignment attachments#page5.tif source=ADDCAR corrective assignment attachments#page6.tif source=ADDCAR corrective assignment attachments#page7.tif source=ADDCAR corrective assignment attachments#page8.tif source=ADDCAR corrective assignment attachments#page9.tif source=ADDCAR corrective assignment attachments#page10.tif source=ADDCAR corrective assignment attachments#page11.tif source=ADDCAR corrective assignment attachments#page12.tif source=ADDCAR corrective assignment attachments#page13.tif source=ADDCAR corrective assignment attachments#page14.tif source=ADDCAR corrective assignment attachments#page15.tif source=ADDCAR corrective assignment attachments#page16.tif	

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mining Technologies, Inc.		09/30/2004	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ICG ADDCAR Systems		
<b>Street Address:</b>	2000 Ashland Drive		
<b>City:</b>	Ashland		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	41101		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1795602	ADDCAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2123263939		
<b>Email:</b>	aevieta@jonesday.com		
<b>Correspondent Name:</b>	Amy Vieta		
<b>Address Line 1:</b>	Jones Day, 222 East 41st Street		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	646342-605002		
<b>NAME OF SUBMITTER:</b>	Amy Vieta		
Total Attachments: 4 source=Mining.Tech.assign.Trademark#page1.tif source=Mining.Tech.assign.Trademark#page2.tif source=Mining.Tech.assign.Trademark#page3.tif source=Mining.Tech.assign.Trademark#page4.tif			

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**TRADEMARK**  
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THE UNITED STATES PATENT & TRADEMARK OFFICE

IN RE: Renewal of ICG ADDCAR )  
Systems, LLC, )  
)  
)  
REG. NO.: 1,795,602 )  
)  
ISSUED: September 28, 1993 )  
)  
MARK: ADDCAR )  
)

DECLARATION OF JOHNNY STURGILL

The undersigned, Declarant Johnny Sturgill, being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the registration, declares that all statements made in this declaration of his own knowledge are true; and that all statements made on information and belief are believed to be true. Declarant states as follows:

1. I am a Manager of ICG ADDCAR Systems, LLC ("Registrant"), a Delaware limited liability company, and, as such, I have personal knowledge of the matters herein deposed and am authorized to make this Declaration on Registrant's behalf.

2. This Declaration is made in support of Registrant's Application for Renewal for United States Trademark Registration No. 1,795,602 (the "Registration").

3. The purpose of this Affidavit is to clarify and correct the chain of title for the Registration.

4. On September 30, 2004, Mining Technologies, Inc., owner of the Registration at that time, assigned the Registration to ICG ADDCAR Systems by way of the written assignment agreement set forth in Exhibit A.


5. The written assignment agreement set forth in Exhibit A erroneously identified the assignee of the Registration as ICG ADDCAR Systems, a corporation of the State of Delaware, when, in fact, the assignee was ICG ADDCAR Systems, LLC, a Delaware limited liability company.

6. Accordingly, ICG ADDCAR Systems, LLC had the right to enter into the Trademark Security Agreement with UBS AG, Stamford Branch set forth in Exhibit B.

7. ICG ADDCAR Systems, LLC also has the right to file the Application for Renewal for the Registration, which this Declaration is made in support of.

8. All statements made herein of Declarant's own knowledge are true, and all statements made on information and belief are believed to be true.

Further Declarant sayeth not

  
\_\_\_\_\_  
Johnny Sturgill  
Manager  
ICG ADDCAR Systems, LLC

Date: 09-25-13

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EXHIBIT A

## ASSIGNMENT OF TRADEMARKS

WHEREAS, Mining Technologies, Inc., (hereinafter "Assignor"), a corporation of the State of Kentucky having its principal office and place of business at 2000 Ashland Drive, Ashland, Kentucky 41101, United States of America, is the sole owner of the entire right, title and interest in and to the trademark ADDCAR (hereinafter referred to as the "Mark") and of Reg. No. 1,795,602, dated September 28, 1993, for the Mark; and

WHEREAS, any liens on or against the Mark and trademark Registration No. 1,795,602, whether or not recorded with the United States Patent and Trademark Office, have been released by an Order entered on September 16, 2004, by the United States Bankruptcy Court for the Eastern District of Kentucky, Ashland Division, in the Chapter 11 proceeding styled *In Re: Horizon Natural Resources Company, et al.*; and

WHEREAS, ICG ADDCAR Systems (hereinafter "Assignee"), a corporation of the State of Delaware, having a principal office and place of business at 2000 Ashland Drive, Ashland, Kentucky 41101, United States of America, is desirous of acquiring the entire right, title and interest in and to the Mark, together with the goodwill of the business in connection with which the Mark is used;

NOW, THEREFORE, for good and valuable consideration, receipt and legal sufficiency of which is hereby acknowledged, said Assignor does hereby sell, assign, transfer and set over, and by these presents do hereby sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, all of Assignor's rights, titles and interests in and to the Mark and the aforesaid Reg. No. 1,795,602, together with the goodwill of the business symbolized by said Mark, together with the right to recover damages for past, present or future infringement or other unauthorized use of the Mark;

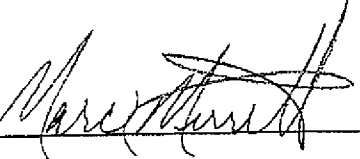
Assignor hereby requests the Commissioner of Patents and Trademarks for the United States to record Assignee as the assignee and owner thereof;





Assignor hereby covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

MINING TECHNOLOGIES, INC.

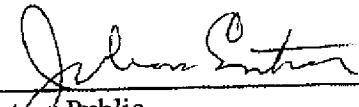
By: 

Dated: \_\_\_\_\_

STATE OF New York )  
  )           SS:  
COUNTY OF New York )

On this, the \_\_\_ day of \_\_\_\_\_, 200\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_, and acknowledged to me that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public

JULIAN ENTNER  
NOTARY PUBLIC, State of New York  
No. 01EN6078424  
Qualified in Kings County  
Commission Expires July 29, 2008

Assignor hereby covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

MINING TECHNOLOGIES, INC.

By: Marc Sturtevant

Dated: \_\_\_\_\_

STATE OF New York )  
  )    SS:  
COUNTY OF New York )

On this, the \_\_\_ day of \_\_\_\_\_, 200\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_, and acknowledged to me that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Julian Entner  
Notary Public

JULIAN ENTNER  
NOTARY PUBLIC, State of New York  
No. 01EN6078424  
Qualified in Kings County  
Commission Expires July 29, 2006

**EXHIBIT B**

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ICG ADDCAR Systems, LLC		09/30/2004	Limited liability company: DELAWARE

**RECEIVING PARTY DATA**

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Blvd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1795602	ADDCAR

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 714-540-1235  
 Email: ipdocket@lw.com  
 Correspondent Name: Perry J. Viscounty  
 Address Line 1: 650 Town Center Drive, Suite 2000  
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	029217-0052
NAME OF SUBMITTER:	Anna T Kwan

Total Attachments: 5  
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**TRADEMARK**  
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TRADEMARK  
REEL: 002974 FRAME: 0069

TRADEMARK  
REEL: 005118 FRAME: 0123

Trademark Security Agreement

This Trademark Security Agreement, dated as of September 30, 2004, among ICG ADDCAR Systems, LLC, a Delaware limited liability company (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is 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 Pledgor hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or group of countries or any political subdivision thereof), together with the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(b) any and all agreements granting any right in, to or under Trademarks to which Grantor is a party (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(c) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks;

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(d) renewals thereof;

(e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof;

(f) rights corresponding thereto throughout the world;

(g) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

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

(i) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (other than Excluded Property).

SECTION 3. Security 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 Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor 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.

[SIGNATURE PAGE FOLLOWS]

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TRADEMARK  
REEL: 002974 FRAME: 0071

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REEL: 005118 FRAME: 0125

IN WITNESS WHEREOF, the 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.

ICG ADDCAR Systems, LLC,  
as Pledgor

By: W. Teramoto  
Name: Wendy L. Teramoto  
Title: Assistant Secretary

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Accepted and Agreed:

**UBS AG, STAMFORD BRANCH,**  
as Collateral Agent

By: \_\_\_\_\_  
Name: **Joseph Fernandes**  
Title: **Associate Director  
Banking Products  
Services, US**

By: \_\_\_\_\_  
Name: **Wilfred V. Saint**  
Title: **Director  
Banking Products  
Services, US**

[ICG - Trademark Security Agreement]

**TRADEMARK**  
**REEL: 002974 FRAME: 0073**

**TRADEMARK**  
**REEL: 005118 FRAME: 0127**

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

1. Trademark Registrations

Owner	Registration Number	Country	Trademark	Status (Active or Inactive)
ICG ADDCAR Systems, LLC	1,795,602	U.S.	ADDCAR	Active

2. Trademark Applications

None.

CLI-1231998v1

RECORDED: 11/11/2004

RECORDED: 09/26/2013

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REEL: 002974 FRAME: 0074

TRADEMARK  
REEL: 005118 FRAME: 0128