

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
ANDALEX Resources, Inc.		12/05/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Parity Lien Collateral Trustee
Street Address:	60 Livingston Avenue
Internal Address:	EP-MN-WS3C
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107-2292
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2167285	ANDALEX
Registration Number:	2167284	
Registration Number:	2734953	WEST RIDGE
Registration Number:	2871414	
Registration Number:	2169296	GENWAL
Registration Number:	2171071	

CORRESPONDENCE DATA

Fax Number: 3129939767
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312-993-2622
 Email: gayle.grocke@lw.com
 Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
 Address Line 1: 233 S. Wacker Drive
 Address Line 2: Suite 5800

CH \$165.00 2167285

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 049646-0164

NAME OF SUBMITTER: Gayle D. Grocke

Signature: /gdg/

Date: 12/10/2013

Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (PARITY LIEN)

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of **December 5, 2013** (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of **U.S. BANK NATIONAL ASSOCIATION**, as Parity Lien Collateral Trustee for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Parity Lien Collateral Trustee**”).

WHEREAS, the Grantors are party to an Amended and Restated Parity Lien Debt Pledge and Security Agreement dated as of December 5, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Parity Lien Collateral Trustee pursuant to which the Grantors granted a security interest to the Parity Lien Collateral Trustee in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

WHEREAS, this Agreement amends and restates that certain Trademark Security Agreement (Parity Lien) dated as of May 24, 2013 (the “**Existing Agreement**”) between Murray Energy Corporation and Andalex Resources, Inc. in favor of U.S. Bank National Association, as Parity Lien Collateral Trustee (as defined therein).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Parity Lien Collateral Trustee to amend and restate the Existing Agreement as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Parity Lien Collateral Trustee, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

All of its United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue for past, present and future infringement or dilution of

any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any intent-to-use United States Trademark applications for which an amendment to allege use or statement of use has not been filed under federal law or, if filed, has not been deemed in conformance with federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Parity Lien Collateral Trustee for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Parity Lien Collateral Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Intercreditor

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Parity Lien Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by the Parity Lien Collateral Trustee hereunder are subject to the provisions of the Intercreditor Agreement and the Collateral Trust Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. In the event of any conflict between the terms

of the Collateral Trust Agreement and this Agreement, the terms of the Collateral Trust Agreement shall govern and control.

SECTION 7. Effect of Restatement

This Agreement amends and restates the Existing Agreement in its entirety, and nothing in this Agreement shall be deemed to constitute a novation of the Existing Agreement. This Agreement does not evidence a termination and re-granting of the security interests and Liens granted under the Existing Agreement and such security interests and Liens shall be continuing in all respects.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MURRAY ENERGY CORPORATION

By:



Name: Robert D. Moore

Title: Executive Vice President, Chief
Operating Officer and Chief Financial
Officer

[Signature Page to Parity Trademark Security Agreement]

TRADEMARK
REEL: 005170 FRAME: 0711

ANDALEX RESOURCES, INC.

By: 

Name: Robert D. Moore

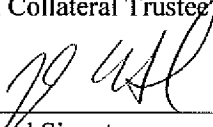
Title: Authorized Signatory

[Signature Page to Parity Trademark Security Agreement]

TRADEMARK
REEL: 005170 FRAME: 0712

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Parity Lien Collateral Trustee

By: 

Authorized Signatory

[Signature Page to Parity Trademark Security Agreement]

TRADEMARK
REEL: 005170 FRAME: 0713

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT (PARITY LIEN)

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Status	Reg. No.	Reg. Date	Owner
ANDALEX	Registered	2167285	June 23, 1998	Andalex Resources, Inc.
DESIGN ONLY	Registered	2167284	June 23, 1998	Andalex Resources, Inc.
WEST RIDGE	Registered	2734953	July 8, 2003	Andalex Resources, Inc.
DESIGN ONLY	Registered	2871414	August 10, 2004	Andalex Resources, Inc.
GENWAL	Registered	2169296	June 30, 1998	Andalex Resources, Inc.
DESIGN ONLY	Registered	2171071	July 7, 1998	Andalex Resources, Inc.
MURRAY ENERGY CORPORATION	Registered	3795660	June 1, 2010	Murray Energy Corporation
MURRAY AMERICAN ENERGY, INC. and Design	Pending	86/118789 (Application No.)	November 14, 2013 (Filing Date)	Murray Energy Corporation