

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trout Coal Holdings, LLC		12/18/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3396000	MAGNUM COAL	
CORRESPONDENCE DATA			
Fax Number:	9177777373		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-735-3000		
Email:	andrew.patrick@skadden.com		
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Adam Greenberg, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	071450/134		
NAME OF SUBMITTER:	Adam Greenberg		

Signature:	/Adam Greenberg/
Date:	12/18/2013
Total Attachments: 5 source=Patriot Trademark SA#page1.tif source=Patriot Trademark SA#page2.tif source=Patriot Trademark SA#page3.tif source=Patriot Trademark SA#page4.tif source=Patriot Trademark SA#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 18, 2013 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), is made and entered into by and between Trout Coal Holdings, LLC (the “**Grantor**”), and Wilmington Trust, National Association, as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, Grantor is party to a Pledge and Security Agreement dated as of December 18, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Patriot Coal Corporation, a Delaware corporation (the “**Borrower**”), each of the subsidiaries of the Borrower party thereto from time to time and the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantor hereby agrees 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 Secured Trademarks.

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

all United States, and foreign trademarks, trade names, trade dress, 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, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule A 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 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 of the foregoing, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, “**Trademarks**”).

2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Secured Trademarks include or the security interest granted under Section 2.01 hereof attach to any intent-to-use application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to

such filing would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law.

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 for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Secured 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.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the Lien granted to the Collateral Agent under this Trademark Security Agreement and the exercise of rights and remedies of the Collateral Agent hereunder and under any other Collateral Document are subject to the provisions of the First-Lien Intercreditor Agreement dated as of December 18, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**First Lien Intercreditor Agreement**”), among Patriot Coal Corporation, Deutsche Bank AG New York Branch, as ABL Agent (as defined therein), Barclays Bank PLC, as LC Agent and Term Agent (as such terms are defined therein), Wilmington Trust, National Association, as Collateral Agent hereunder, and the Subsidiaries of Patriot Coal Corporation party thereto. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and the terms of this Trademark Security Agreement or any other Collateral Document with respect to the priority of any Liens granted to the Collateral Agent or the exercise of any rights and remedies of the Collateral Agent, the terms of the First Lien Intercreditor Agreement shall govern and control.


SECTION 5. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic format (e.g., “pdf,” “tif” or other lawful comparable format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

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

TROUT COAL HOLDINGS, LLC, as Grantor

By: 

Name: Robert L. Mead

Title: Vice President and Treasurer

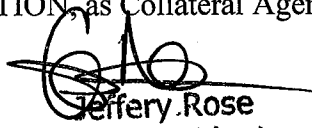
Accepted and Agreed:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By:

Name:

Title:



Jeffery Rose

Vice President

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

Trademark	Country	Registration Number (Serial Number)	Registration Date (Filing Date)	Record Owner/Liens	Status/Comment
Trademark/Mark: MAGNUM COAL	United States	3,396,000	08/31/2005	Trout Coal Holdings, LLC	

II. U.S. TRADEMARK APPLICATIONS

None.