

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
Cloud Peak Energy Resources LLC		02/21/2014	LIMITED LIABILITY COMPANY: 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: 4		
Property Type	Number	Word Mark
Registration Number:	3930706	CLOUD PEAK ENERGY
Registration Number:	3924959	CLOUD PEAK ENERGY
Registration Number:	3924958	
Registration Number:	2875225	ENERGY TO POWER THE COUNTRY

CORRESPONDENCE DATA	
Fax Number:	4125621041
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</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:	0011046-302502
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CH \$115.00 3930706

NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	02/26/2014
Total Attachments: 5 source=pnc-cloud peak energy security agreement#page1.tif source=pnc-cloud peak energy security agreement#page2.tif source=pnc-cloud peak energy security agreement#page3.tif source=pnc-cloud peak energy security agreement#page4.tif source=pnc-cloud peak energy security agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

RECITALS:

WHEREAS, CLOUD PEAK ENERGY RESOURCES LLC, a Delaware limited liability company, (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, CLOUD PEAK ENERGY RESOURCES LLC (the “**U.S. Borrower**”), certain Designated Foreign Borrowers party thereto from time to time (together with the U.S. Borrower, collectively, the “**Borrowers**”), the Lenders party thereto, the Issuing Banks party thereto and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent and Swingline Lender, are parties to the Credit Agreement dated as of February 21, 2014 (as may be amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) the Guarantee and Security Agreement dated as of February 21, 2014 (as may be amended and/or supplemented from time to time, the “**Security Agreement**”) among the U.S. Borrowers, the U.S. Guarantors party thereto and PNC Bank, National Association, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor that is Recordable Intellectual Property (as defined in the Security Agreement), including, without limitation, each Trademark registration referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each exclusive Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any exclusive Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee’s name, from time to time, in the Grantee’s discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of February, 2014.

CLOUD PEAK ENERGY RESOURCES LLC

By: Michael Barrett
Name: Michael Barrett
Title: Executive Vice President and
Chief Financial Officer

Acknowledged:

PNC BANK, NATIONAL ASSOCIATION,
INC., as Administrative Agent

By: _____
Name:
Title:


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of February, 2014.

CLOUD PEAK ENERGY RESOURCES LLC


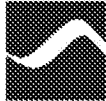
By: _____
Name:
Title:

Acknowledged:

PNC BANK, NATIONAL ASSOCIATION,
INC., as Administrative Agent

By:  _____
Name: James O'Brien
Title: Assistant Vice President

U.S. TRADEMARK REGISTRATIONS

Serial Number	Registration Number	Registered Owner	Trademark	Renewal Deadline
85006983	3930706	Cloud Peak Energy Resources LLC, a Delaware limited liability company.	 CLOUD PEAK ENERGY	03/15/17
85006999	3924959	Cloud Peak Energy Resources LLC, a Delaware limited liability company.	CLOUD PEAK ENERGY	03/01/17
85006998	3924958	Cloud Peak Energy Resources LLC, a Delaware limited liability company.		03/01/17
76252211	2875225	Cloud Peak Energy Resources LLC, a Delaware limited liability company.	ENERGY TO POWER THE COUNTRY	08/17/14