

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM301674

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Walter Energy, Inc.		03/27/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Collateral Agent		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85044679	BLUE CREEK COAL	
<b>Registration Number:</b>	4268529	WALTER COKE	
<b>Registration Number:</b>	4264857	W WALTER ENERGY	
<b>Registration Number:</b>	4264850	WALTER MINERALS	
<b>Registration Number:</b>	4264849	WALTER ENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(212) 455-7803		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Jodie Sopher Pimentel, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	043235/0086		
<b>NAME OF SUBMITTER:</b>	Jodie Sopher Pimentel		
<b>SIGNATURE:</b>	/jsp/		
<b>DATE SIGNED:</b>	04/16/2014		
<b>Total Attachments: 4</b>			

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (“Grant”), dated as of March 27, 2014 is made by Walter Energy, Inc., a Delaware corporation (the “Grantor”) with principal offices at 3000 Riverchase Galleria, Suite 1700, Birmingham, AL 35244, in favor of Wilmington Trust, National Association, as Collateral Agent, with offices at 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402 (the “Agent”) for the benefit of the Secured Parties (as defined in the Second-Lien Notes Collateral Agreement as defined below) pursuant to that certain Second-Lien Notes Collateral Agreement, dated as of March 27, 2014 (as amended, modified, restated, supplemented or otherwise modified from time to time, the “Second-Lien Notes Collateral Agreement”), among Walter Energy, Inc. (the “Company”), and other grantors from time to time party thereto (together with the Company, the “Grantors”) and the Agent.

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto and (ii) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Second-Lien Notes Obligations, as such term is defined in the Second-Lien Notes Collateral Agreement for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

The rights and remedies of the Agent with respect to the security interest granted herein are as set forth in the Second-Lien Notes Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Second-Lien Notes Collateral Agreement, the provisions of the Second-Lien Notes Collateral Agreement shall govern.

THIS GRANT may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

**WALTER ENERGY, INC., as Grantor**

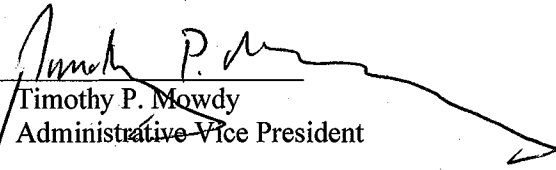
By: C H D

Name: Earl H. Doppelt

Title: Executive Vice President, General  
Counsel and Secretary

[Signature Page to Second Lien Notes U.S. Trademark Agreement]

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Timothy P. Mowdy  
Title: Administrative Vice President

*[Signature Page to Grant of Security Interest in Trademarks (Second Lien Notes)]*

**Schedule A: U.S. Registered Trademarks**

<b>Mark</b>	<b>Application or Registration Number</b>
BLUE CREEK COAL	85/044679
WALTER COKE	4268529
W WALTER ENERGY AND DESIGN	4264857
WALTER MINERALS	4264850
WALTER ENERGY	4264849