

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM303471

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS (BORROWER)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARCH COAL, INC.		12/17/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UMB BANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	1010 GRAND BOULEVARD		
<b>City:</b>	KANSAS CITY		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64106		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2462449	ACI	
<b>Registration Number:</b>	2453826	ACI	
<b>Registration Number:</b>	2468302		
<b>Registration Number:</b>	2696051	ARCH COAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508385109		
<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>	650-838-3743		
<b>Email:</b>	JLIK@SHEARMAN.COM		
<b>Correspondent Name:</b>	BENJAMIN PETERSEN		
<b>Address Line 1:</b>	3000 EL CAMINO REAL, 6TH FLOOR		
<b>Address Line 2:</b>	SHEARMAN & STERLING LLP		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	37052/49		
<b>NAME OF SUBMITTER:</b>	BENJAMIN PETERSEN		
<b>SIGNATURE:</b>	/BENJAMIN PETERSEN/		
<b>DATE SIGNED:</b>	05/02/2014		
<b>Total Attachments: 4</b>			

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**EXHIBIT 1.1(P)(1)**

**ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS (BORROWER)**

December 17, 2013

WHEREAS, ARCH COAL, INC., a Delaware corporation (the "**Grantor**"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "**Trademarks**");

WHEREAS, the Grantor has entered into a Security Agreement (Borrower), dated as of December 17, 2013, by and between the Grantor and UMB Bank National Association, as Collateral Agent for certain lenders (in such capacity, the "**Collateral Agent** ") (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Collateral Agent for the benefit of certain lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

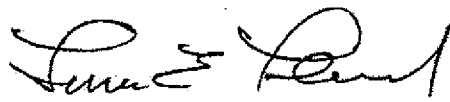
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has caused this Acknowledgment to be duly executed by its officer thereunto duly authorized as of the date first written above.

**GRANTOR:**

ARCH COAL, INC.

By:   
Name: James E. Florczak  
Title: Treasurer

**ACKNOWLEDGED AND AGREED:**

UMB BANK NATIONAL ASSOCIATION, as Collateral agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Grantor has caused this Acknowledgment to be duly executed by its officer thereunto duly authorized as of the date first written above.

**GRANTOR:**

ARCH COAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

UMB BANK NATIONAL ASSOCIATION, as Collateral Agent

By: Victor Zarrilli  
Name: Victor Zarrilli  
Title: SR. Vice President

**SCHEDULE 1 TO**  
**ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS (BORROWER)**

**REGISTERED AND UNREGISTERED TRADEMARKS**

Trademark	Date Registered	Registration No.	Filing Date
ACI	6/19/2001	2,462,449	4/7/1999
ACI Symbol	5/22/2001	2,453,826	4/7/1999
Arch Logo	7/10/2001	2,468,302	4/7/1999
arch coal	3/11/2003	2,696,051	4/7/1999