

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305500

| | |
|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|--|
| Alpha Natural Resources, Inc, as Pledgor | | 05/20/2014 | CORPORATION: DELAWARE |
| Appalachia Holding Company, a Virginia Corporation, as Pledgor | | 05/20/2014 | CORPORATION: VIRGINIA |
| Dickenson-Russell Coal Company, LLC, a Delaware limited liability company, as Pledgor | | 05/20/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| Dry Systems Technologies, Inc., a Delaware corporation, as Pledgor | | 05/20/2014 | CORPORATION: DELAWARE |
| Paramont Coal Company Virginia, LLC, a Delaware limited liability company, as Pledgor | | 05/20/2014 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Wilmington Trust National Association, as Notes Collateral Agent |
| Street Address: | 50 South Sixth Street, Suite 1290 |
| City: | Minneapolis |
| State/Country: | MINNESOTA |
| Postal Code: | 55402 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 19

| Property Type | Number | Word Mark |
|-----------------------------|---------|------------------------------------|
| Registration Number: | 3824028 | RUNNING RIGHT |
| Registration Number: | 3833887 | THE ENERGY OF TWO THE POWER OF ONE |
| Registration Number: | 3876008 | ALPHA COAL SALES CO., LLC |
| Registration Number: | 2290026 | DRY SYSTEMS TECHNOLOGIES |
| Registration Number: | 2446161 | DRY SYSTEMS TECHNOLOGIES |
| Registration Number: | 3253376 | A ALPHA NATURAL RESOURCES |
| Registration Number: | 3224761 | A ALPHA NATURAL RESOURCES |
| Registration Number: | 3121125 | ALPHA NATURAL RESOURCES |
| Registration Number: | 3112318 | ALPHA NATURAL RESOURCES TRADEMARK |

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 630215 | MOSS |
| Registration Number: | 1219643 | P |
| Registration Number: | 2614626 | MASSEY ENERGY |
| Registration Number: | 2607161 | M MASSEY ENERGY |
| Registration Number: | 2607159 | M |
| Registration Number: | 4005143 | WE POWER THE WORLD THROUGH THE ENERGY OF |
| Registration Number: | 4263586 | ALPHA NATURAL RESOURCES |
| Registration Number: | 4275050 | ARMED FORCES TO ALPHA |
| Registration Number: | 4347446 | WE FUEL PROGRESS AROUND THE WORLD |
| Registration Number: | 4461563 | WE FUEL PROGRESS AROUND THE WORLD |

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

| | |
|---------------------------|---------------------------------|
| NAME OF SUBMITTER: | Ken Tan, Legal Assistant |
| SIGNATURE: | /Marina Kelly, Thomson Reuters/ |
| DATE SIGNED: | 05/23/2014 |

Total Attachments: 8

source=11c Trademark Security Agreement#page1.tif
source=11c Trademark Security Agreement#page2.tif
source=11c Trademark Security Agreement#page3.tif
source=11c Trademark Security Agreement#page4.tif
source=11c Trademark Security Agreement#page5.tif
source=11c Trademark Security Agreement#page6.tif
source=11c Trademark Security Agreement#page7.tif
source=11c Trademark Security Agreement#page8.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Alpha Natural Resources, Inc., as Pledgor

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 20, 2014

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No
Name: Wilmington Trust, National Association, as Notes Collateral Agent

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: Minnesota

Country: USA Zip: 55402

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 08061.0738

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Ken Tan

05/20/2014

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Appalachia Holding Company, a Virginia corporation, as Pledgor
Citizenship – USA – VA
One Alpha Place
Bristol, VA 24202

Dickenson-Russell Coal Company, LLC, a Delaware limited liability company, as Pledgor
Citizenship – USA – DE
7546 Gravel Lick Road
Cleveland, VA 24225

Dry Systems Technologies, Inc., a Delaware corporation, as Pledgor
Citizenship – USA – DE
10420 Rising Court
Woodridge, IL 60517

Paramont Coal Company Virginia, LLC, a Delaware limited liability company, as Pledgor
Citizenship – USA – DE
5703 Crutchfield Drive
Norton, VA 24273

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2014, made by each of the signatories hereto (collectively, the “Pledgors”), in favor of Wilmington Trust, National Association, in its capacity as Notes Collateral Agent for the Secured Parties (in such capacity, the “Notes Collateral Agent”) pursuant to the Indenture.

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the “Security Agreement”) in favor of the Notes Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises herein the Pledgors hereby agree with the Notes 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. Pledge of Security Interest in Trademark Collateral. Each Pledgor hereby grants to the Notes Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

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 Notes Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the 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. Termination. The security interest granted herein shall terminate and be released, in whole or in part, as provided in Section 12.02 of the Indenture, and the Notes Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall evidence but one instrument. Delivery of an executed

counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.

[signature page follows]

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

ALPHA NATURAL RESOURCES, INC.
as Pledgor

By: 

Name: Vaughn R. Groves

Title: Executive Vice President, General Counsel
and Secretary

APPALACHIA HOLDING COMPANY
DICKENSON-RUSSELL COAL COMPANY, LLC
DRY SYSTEMS TECHNOLOGIES, INC.
PARAMONT COAL COMPANY VIRGINIA, LLC
as Pledgors

By: 

Name: Vaughn R. Groves

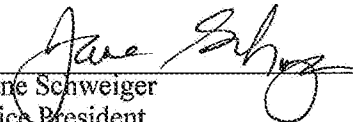
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005285 FRAME: 0994

ACCEPTED AND AGREED:




WILMINGTON TRUST, NATIONAL ASSOCIATION
as Notes Collateral Agent



By: 
Name: Jane Schweiger
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005285 FRAME: 0995

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARKS

| Registration # | Renewal Type | Issued/Filed | Renewal Due | Description/Owner |
|----------------|--|--------------------------------|--------------------------|--|
| @3,824,028 | Decl. Use Due (≥ 5 years) Renewal | I: 07/27/2010 F: 08/19/2009 | 07/27/2016 07/27/2020 | Mark: RUNNING RIGHT Alpha Natural Resources, Inc. |
| @3,833,887 | Decl. Use Due (≥ 5 years) Renewal | I: 08/17/2010 F: 08/19/2009 | 08/17/2016 08/17/2020 | Mark: THE ENERGY OF TWO THE POWER OF ONE Alpha Natural Resources, Inc. |
| @3,876,008 | Decl. Use Due (≥ 5 years) Renewal | I: 11/16/2010 F: 02/02/2010 | 11/16/2016 11/16/2020 | Mark: ALPHA COAL SALES CO., LLC Alpha Natural Resources, Inc. |
| @2,290,026 | Renewal Due (Every 10 years) | I: 11/02/1999 F: 06/15/1998 | 11/02/2019 | Mark: DRY SYSTEMS TECHNOLOGIES Dry Systems Technologies, Inc. |
| @2,446,161 | Renewal Due (Every 10 years) | I: 04/24/2001 F: 02/15/2000 | 04/24/2021 | Mark: DRY SYSTEMS TECHNOLOGIES & Design  Dry Systems Technologies, Inc. |
| @3,253,376 | Renewal Due (< 10 years) | I: 06/19/2007 F: 04/14/2006 | 06/19/2017 | Mark: A ALPHA NATURAL RESOURCES (Stylized A and name)  Alpha Natural Resources, Inc. |
| @3,224,761 | Renewal Due (< 10 years) | I: 04/03/2007 F: 04/07/2006 | 04/03/2017 | Mark: A ALPHA NATURAL RESOURCES (Stylized A and name)  Alpha Natural Resources, Inc. |
| @3,121,125 | Renewal Due (< 10 years) | I: 07/25/2006 F: 08/14/2002 | 07/25/2016 | Mark: ALPHA NATURAL RESOURCES Alpha Natural Resources, Inc. |
| @3,112,318 | Renewal Due (< 10 years) | I: 07/04/2006 F: 08/14/2002 | 07/04/2016 | Mark: ALPHA NATURAL RESOURCES Alpha Natural Resources, Inc. |
| @630,215 | Renewal Due (Every 10 years) | I: 07/10/1956 F: 02/03/1955 | 07/10/2016 | Mark: MOSS Dickenson-Russell Coal Company, LLC |

| Registration # | Renewal Type | Issued/Filed | Renewal Due | Description/Owner |
|----------------|--|--------------------------------|--------------------------|---|
| @1,219,643 | Renewal Due (Every 10 years) | I: 12/14/1982 F: 12/07/1981 | 12/14/2022 | Mark: Stylized P over "M" in shape of a mountain within a circle  Paramont Coal Company Virginia, LLC |
| @2,614,626 | Renewal Due (Every 10 years) | I: 09/03/2002 F: 03/19/2001 | 09/03/2022 | Service Mark: Name (MASSEY ENERGY) Appalachia Holding Company |
| @2,607,161 | Renewal Due (Every 10 years) | I: 08/13/2002 F: 03/19/2001 | 08/13/2022 | Mark: Massey Energy Logo  Appalachia Holding Company |
| @2,607,159 | Renewal Due (Every 10 years) | I: 08/13/2002 F: 03/19/2001 | 08/13/2022 | Mark: Massey "M" Appalachia Holding Company |
| @4,005,143 | Renewal Due (Every 10 years) | I: 08/02/2011 F: 08/31/2010 | 08/02/2017 08/02/2021 | Mark: WE POWER THE WORLD THROUGH THE ENERGY OF OUR PEOPLE Alpha Natural Resources, Inc. |
| @4,263,586 | Decl. Use Due (≥ 5 years) Renewal Due (< 10 years) | I: 12/25/2012 F: 02/13/2012 | 12/25/2018 12/25/2022 | Mark: ALPHA NATURAL RESOURCES Alpha Natural Resources, Inc. |
| @4,275,050 | Decl. Use Due (≥ 5 years) Renewal Due (< 10 years) | I: 01/15/2013 F: 5/25/2012 | 01/15/2019 01/15/2023 | Mark: ARMED FORCES TO ALPHA Alpha Natural Resources, Inc. |
| @4,347,446 | Decl. Use Due (≥ 5 years) Renewal Due (< 10 years) | I: 06/04/2013 F: 10/04/2011 | 06/04/2019 06/04/2023 | Mark: WE FUEL PROGRESS AROUND THE WORLD Alpha Natural Resources, Inc. |
| @4,461,563 | Decl. Use Due (≥ 5 years) Renewal Due (< 10 years) | I: 01/07/2014 F: 04/25/2013 | 01/07/2020 01/07/2024 | Mark: WE FUEL PROGRESS AROUND THE WORLD ⁷ Alpha Natural Resources, Inc. |