

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308406

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIT Group/Business Credit, Inc.		06/20/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Appalachia Holding Company		
<b>Also Known As:</b>	A.T. Massey Coal Company, Inc.		
<b>Street Address:</b>	One Alpha Place		
<b>City:</b>	Abingdon		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	24210		
<b>Entity Type:</b>	CORPORATION: VIRGINIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2614626	MASSEY ENERGY	
<b>Registration Number:</b>	2607161	M MASSEY ENERGY	
<b>Registration Number:</b>	2607159	M	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3043570919		
<i>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.</i>			
<b>Phone:</b>	3043579924		
<b>Email:</b>	monika.hussell@dinsmore.com		
<b>Correspondent Name:</b>	Monika J. Hussell		
<b>Address Line 1:</b>	900 Lee Street, Suite 600		
<b>Address Line 4:</b>	Charleston, WEST VIRGINIA 25301		
<b>NAME OF SUBMITTER:</b>	MONIKA J HUSSELL		
<b>SIGNATURE:</b>	/MONIKA J HUSSELL/		
<b>DATE SIGNED:</b>	06/23/2014		
<b>Total Attachments: 4</b>			
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## RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of June 20, 2014 by The CIT Group/Business Credit, Inc., as Collateral Agent ("Collateral Agent"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to that certain Security Agreement dated as of January 20, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Collateral Agent and A.T. Massey Coal Company, Inc., a Virginia corporation ("Grantor"), entered into that certain Trademark Security Agreement dated as of January 20, 2004, which was filed with the United States Patent and Trademark Office on January 28, 2004, at Reel 002786, Frame 0402 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Grantor granted Collateral Agent a security interest in the Trademark Collateral of Grantor, including, without limitation, the Trademark Collateral listed on Schedule A attached hereto as security for certain obligations of Grantor to Collateral Agent (the "Obligations"); and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Collateral Agent release in its entirety, its security interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby agrees as follows:

1. Collateral Agent hereby absolutely, unconditionally, fully and irrevocably releases, terminates and forever discharges all of Collateral Agent's now existing and hereafter acquired right, title and interest in, to and under (including its security interest in and lien on) the following Trademark Collateral, including, without limitation, the Trademark Collateral listed on Schedule A attached hereto:

(a) all Trademarks and all Trademark Licenses providing for the grant of any right by or to the Grantor under any Trademark, including, without limitation, those Trademarks and Trademark Licenses listed on Schedule A attached hereto;

(b) any and all renewals or extensions of the foregoing;

(c) the goodwill of Grantor's business connected with the use of, or symbolized by, such Trademarks;

(d) all income, royalties, proceeds, damages and payments now and hereafter due or payable or asserted under or with respect to any of the foregoing, including, without limitation (i) payments under all Trademark Licenses entered into in connection with the foregoing and damages and payments for past or future infringements thereof, and (ii) all claims by Grantor against third parties or rights to sue and recover at law or in equity for any past,

present or future infringement, misappropriation, dilution, violation, injury to the goodwill associated with any Trademark or other impairment thereof;

(e) all documents, packages, prints and labels on which such Trademarks have appeared and all designs and general intangibles of a like nature; and

(f) all rights corresponding thereto throughout the world.

2. Collateral Agent hereby assigns, transfers and sets over to Grantor all of Collateral Agent's now existing and hereafter acquired right, title and interest in, to and under the Trademark Collateral under the Security Agreement and Trademark Security Agreement, together with the goodwill of the business symbolized by such Trademark Collateral. Collateral Agent acknowledges and agrees that the Trademark Security Agreement has been terminated.

3. Collateral Agent agrees, at the sole cost and expense of Grantor, to perform all further acts and execute and deliver all further documents and/or instruments that may be reasonably necessary to effect the release and termination of the security interest and lien contemplated herein, including, but not limited to, the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

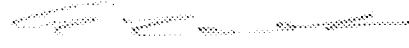
4. This release shall be construed in accordance with and governed by the laws of the State of New York.

5. Collateral Agent hereby authorizes and requests that the Director of Patents and Trademarks of the United States of America and any other applicable government officer record this Release of Trademarks.

6. Collateral Agent hereby represents and warrants that it has full authority to execute and deliver this Release of Trademarks. To the extent that any other filings with any other governmental authority have been made by or for the benefit of the Collateral Agent with respect to any of the Trademark Collateral, Collateral Agent shall, upon Grantor's request and expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, Collateral Agent has caused this Release of  
Trademarks to be duly executed as of the day and year first above written.

THE CIT GROUP/BUSINESS CREDIT, INC.,  
as Collateral Agent

By:   
Name: Mary Thering  
Title: Managing Director

**SCHEDULE A  
TO  
RELEASE OF TRADEMARKS**

**Trademark Registrations**

**A. REGISTERED TRADEMARKS**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>OWNER</b>
MASSEY ENERGY	2614626	A.T. Massey Coal Company, Inc.
M MASSEY ENERGY (LOGO)	2607161	A.T. Massey Coal Company, Inc.
M (LOGO)	2607159	A.T. Massey Coal Company, Inc.

**B. TRADEMARK APPLICATIONS**

N/A

**C. IP LICENSES**

N/A