

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308679

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Securtiy Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONSOL Energy Inc.		06/18/2014	CORPORATION: DELAWARE
CNX Gas Corporation		06/18/2014	CORPORATION: DELAWARE
AMVEST Corporation		06/18/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	One PNC Plaza, 249 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2756594	CONSOL ENERGY
Registration Number:	2756595	CE CONSOL ENERGY
Registration Number:	3550867	AMERICA'S ON SWITCH
Registration Number:	4179710	CONSOL ENERGY CENTER
Registration Number:	4042449	CONSOL ENERGY CENTER
Registration Number:	4115252	CONSOL ENERGY CENTER
Registration Number:	4179741	CONSOL ENERGY CENTER
Registration Number:	4242300	CONSOL ENERGY
Registration Number:	4242301	CE CONSOL ENERGY
Registration Number:	3903862	CONSOL ENERGY
Registration Number:	3904430	CE CONSOL ENERGY PARK
Registration Number:	692611	CONSOL
Registration Number:	2756596	CE
Registration Number:	3186155	CNX GAS
Registration Number:	3200825	CNX GAS
Registration Number:	1255532	AMVEST
Registration Number:	3363299	CNX GAS
Registration Number:	3353563	CNX GAS

TRADEMARK

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:** Elaine Carrera, 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:	Elaine Carrera, Legal Assistant
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SIGNATURE:	/Marina Kelly Thomson Reuters/
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DATE SIGNED:	06/25/2014
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Total Attachments: 14

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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):

- 1. CONSOL Energy Inc.
- 2. CNX Gas Corporation
- 3. AMVEST Corporation

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. DE; 2. DE; 3. DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 18, 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: PNC Bank, National Association

Street Address: One PNC Plaza, 249 Fifth Avenue

City: Pittsburgh

State: PA

Country: USA Zip: 15222

- 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) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A

See Schedule A

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: Elaine Carrera, Legal Assistant

Internal Address: _____

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

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

18

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: Elaine Carrera

Signature

June 18, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

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

AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of June 18, 2014, is entered into by and among **EACH OF THE UNDERSIGNED PARTIES LISTED ON THE SIGNATURE PAGES HERETO** and each of the other persons and entities that become bound hereby from time to time by joinder, assumption, or otherwise (each, a "Pledgor" and collectively, the "Pledgors"), and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as Collateral Agent (in such capacity, together with any successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties as assignee of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as Collateral Trustee (in such capacity, the "Collateral Trustee") under the Existing IP Security Agreement (as defined below), which hereby amends and restates the Existing IP Security Agreement.

WHEREAS, the Pledgors executed and delivered to the Collateral Trustee that certain Patent, Trademark and Copyright Security Agreement, dated as of June 27, 2007, as amended by the First Amendment to Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of May 7, 2010 (the "Existing IP Security Agreement"), which was made and delivered pursuant to that certain Amended and Restated Credit Agreement, dated as of May 7, 2010, by and among CONSOL ENERGY INC., a Delaware corporation (the "Borrower"), PNC BANK, NATIONAL ASSOCIATION, as administrative agent, BANK OF AMERICA, N.A., in its capacity as syndication agent, the lenders party thereto and the guarantors party thereto (as the same may be further amended, restated, supplemented, modified or replaced from time to time. the "Original Credit Agreement");

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of June 18, 2014 (the "Credit Agreement"), by and among the Borrower, certain of its subsidiaries, PNC BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent and the lenders party thereto, the parties hereto agree to enter into this Agreement to further amend and restate the Existing IP Security Agreement, and this Agreement is not a novation or discharge of the grant of security interest and obligations of the Pledgors under the Existing IP Security Agreement; and

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to continue to provide certain loans and other financial accommodations to the Borrower, and the obligation of the Lenders to make Loans and extend credit under the Credit Agreement is subject to the condition, among others, that the Pledgors grant a security interest to the Collateral Agent in, among other things, certain patents, trademarks, copyrights and other property as security for Obligations, and execute this Agreement for recording with the United States Copyright Office, the United States Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor, and the Collateral Agent and, for purposes of Section 22 hereof, the Collateral Trustee, agrees as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein

(whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in New York as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, now owned by each Pledgor, including, without limitation, those listed on Schedule A hereto (as such Schedule A may be supplemented from time to time by notice to the Collateral Agent from any Pledgor), including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate, except for any Excluded Assets (as defined in the Credit Agreement).

2. To secure the full payment and performance of all Obligations, each Pledgor hereby grants, and conveys a security interest to the Collateral Agent for the equal and ratable benefit of the Secured Parties in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants that:

(a) the material Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, except to the extent that the failure to be subsisting or the invalidity or unenforceability of such Patents, Trademarks and Copyrights would not reasonably be expected to result in a Material Adverse Change;

(b) to the best of such Pledgor's knowledge, each of the material Patents, Trademarks and Copyrights is valid and enforceable, except to the extent that the failure to be valid and enforceable would not reasonably be expected to result in a Material Adverse Change;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the material Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons, other than Permitted Liens and other than license agreements entered into in good faith in an arm's length transaction;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the material Patents, Trademarks and Copyrights does or may violate the rights of any third party where such claim would reasonably be expected to result in a Material Adverse Change; and

(f) such Pledgor has used proper statutory notice in connection with its use of the material Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 9 hereof and except where the failure to use such notice would not reasonably be expected to result in a Material Adverse Change.

4. Each of the obligations of each Pledgor under this Agreement is joint and several. The Collateral Agent may, in its sole discretion, elect to enforce this Agreement against any Pledgor without

any duty or responsibility to pursue any other Pledgor and such an election by the Collateral Agent, shall not be a defense to any action the Collateral Agent and the Secured Parties, or any of them, may elect to take against any Pledgor. Each of the Secured Parties and the Collateral Agent hereby reserve all rights against each Pledgor.

5. (a) Each Pledgor agrees that, for the duration of this Agreement, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Collateral Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Collateral Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products and may otherwise assign or license the Patents, Trademarks and Copyrights in an arm's length transaction entered into in good faith.

(b) Each Pledgor agrees that it will, for the duration of this Agreement, use proper statutory notice in connection with its use of the material Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof and except where the failure to use such notice would not reasonably be expected to result in a Material Adverse Change.

(e) Except as permitted by the Credit Agreement, each Pledgor (i) shall preserve its corporate existence, (ii) shall not in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (iii) shall not in one, or a series of related transactions, sell all or substantially all of its assets.

6. Each Pledgor and the Collateral Agent agree that no Pledgor shall be required to modify or amend Schedule A to include any future Patents, Trademarks and Copyrights.

7. The Collateral Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Collateral Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Collateral Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania, or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights shall be applied as provided in the Credit Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Collateral Agent and any Secured Party may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Collateral Agent to make, constitute and appoint any officer or agent of the Collateral Agent, as the Collateral Agent may select in its exclusive discretion, as such Pledgor's true and

lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Collateral Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. This Agreement shall terminate upon Payment in Full. All or any portion of the Patents, Trademarks and Copyrights shall be released upon Payment in Full and in accordance with the provisions of the Credit Agreement.

10. Each Pledgor shall have the duty to prosecute diligently any patent applications of the material Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable, except where the failure to so prosecute would not reasonably be expected to result in a Material Adverse Change. Thereafter, until Payment in Full, each Pledgor shall make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees, except where the failure to make such applications to preserve or maintain such rights would not reasonably be expected to result in a Material Adverse Change. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any material Patent, Trademark or Copyright without the consent of the Collateral Agent, which shall not be unreasonably withheld, unless such abandonment would not reasonably be expected to result in a Material Adverse Change.

11. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name and, with the consent of the Collateral Agent, which shall not be unreasonably withheld, to join the Collateral Agent, if necessary, as a party to such suit so long as the Collateral Agent is satisfied that such joinder will not subject it to any material risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Collateral Agent as a result of such suit or joinder by such Pledgor pursuant to the Credit Agreement.

12. (a) No course of dealing between any Pledgor and the Collateral Agent, nor any failure to exercise nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default. All waivers under this Agreement must be in writing. The rights and remedies of the Collateral Agent under this Agreement are cumulative and in addition to any rights or remedies which it may otherwise have, and the Collateral Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

(b) The Secured Parties may, at any time and from time to time, without notice to or the consent of the Pledgors unless otherwise required pursuant to the terms of the Credit Agreement or the other Loan Documents, and without impairing or releasing, discharging or modifying any Pledgor's liabilities hereunder, (i) change the manner, place, time or terms of payment or performance of or interest rates on, or any other terms relating to, any of the Obligations; (ii) take such actions to or cause the Collateral Agent to renew, substitute, modify, impair, amend or alter, or grant consents or waivers relating

to any Loan Document or any of the Obligations, any other pledge or security agreements, or any security for any of the Obligations; (iii) take such actions to or cause the Collateral Agent to apply any and all payments by whomever paid or however realized including any proceeds of any collateral, to any of the Obligations of the Pledgors in such order, manner and amount as provided in the Credit Agreement; (iv) take such actions to or cause the Collateral Agent to deal with any other person with respect to any of the Obligations in such manner as the Secured Parties deem appropriate in their respective sole discretion; (v) take such actions to or cause the Collateral Agent to substitute, exchange, impair or release any security or guaranty; or (vi) take or cause the Collateral Agent to take such actions and exercise such remedies hereunder as provided herein. Each Pledgor hereby waives (a) presentment, protest, notice of dishonor and notice of non-payment, and (b) all defenses based on suretyship, impairment of collateral, or the like, other than, and to the extent of, the defense of prior payment of the Obligations.

13. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

14. This Agreement is subject to modification only by a writing signed by the parties.

15. (a) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein other than assignments and transfers permitted by the Credit Agreement.

(b) The Collateral Agent may resign and a successor Collateral Agent may be appointed in the manner provided in the Credit Agreement. Upon the acceptance of any appointment as a collateral agent by a successor collateral agent, that successor collateral agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring collateral agent, as secured party under this Agreement and the retiring collateral agent shall thereupon be discharged from its duties and obligations under this Agreement. After any retiring collateral agent's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Collateral Agent.

16. This Agreement shall be deemed to be a contract under the laws of the State of New York, and for all purposes shall be governed by and construed in accordance with the laws of said State without regard to its conflict of laws principles, except to the extent that the validity or perfection of the Lien and the security interest hereunder, or remedies hereunder, in respect of any particular Patents, Trademarks and Copyrights are governed by the laws of a jurisdiction other than the State of New York.

17. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.5 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW. SECTIONS 11.11.2, 11.11.3 AND 11.11.4 OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN, *MUTATIS MUTANDIS*, AS IF A PART HEREOF.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO

THIS AGREEMENT, THE CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, ADMINISTRATIVE AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 17.

18. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument. Delivery of an executed signature page by telecopy or electronic signature delivery system (in either case in a form acceptable to the Collateral Agent) shall be effective as delivery of a manually executed signature page to this Agreement.

19. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 1 1.5.1 [Notices Generally] of the Credit Agreement.

20. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Collateral Agent hereunder and under the other Loan Documents to which it is a party, because the Collateral Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Collateral Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Collateral Agent its attorney-in-fact, and (v) to enforce the Collateral Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

21. The Existing IP Security Agreement is hereby amended and restated in its entirety, and this Agreement is not intended to constitute and does not constitute an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation or termination of the liens, security interests, indebtedness, loans, liabilities, expenses or obligations under the Original Credit Agreement or the Existing IP Security Agreement. Each Pledgor acknowledges and agrees that the Existing IP Security Agreement has continued to secure the indebtedness, loans, liabilities, expenses, and obligations under the Original Credit Agreement, as amended and restated by the Original Credit Agreement, as amended and restated by the Credit Agreement, since the date of execution of the Existing IP Security Agreement, and that this Agreement is entitled to all rights and benefits originally pertaining to the Existing IP Security Agreement.

22. The Collateral Trustee hereby assigns and transfers to the Collateral Agent, its successors and assigns, all of Collateral Trustee's right, title, and interest, as Collateral Trustee, in and to the Existing IP Security Agreement. The Collateral Agent hereby assumes all of Collateral Trustee's right, title and interest as the Collateral Trustee in, to and under the Existing IP Security Agreement, including all authority of Collateral Trustee to act on behalf of the Secured Parties in (i) enforcing any and all rights and remedies under this Agreement, (ii) releasing and assigning this Agreement, and (iii) taking or omitting to take any and all other actions as the Collateral Agent hereunder. Whenever any of the Existing IP Security Agreement or any instrument, document or filing entered into or made pursuant to any Existing IP Security Agreement refers to the Collateral Trustee, such references shall hereafter be deemed

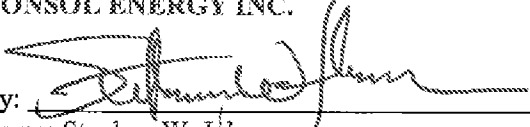
to refer instead to the Collateral Agent. The Collateral Trustee hereby authorizes the Collateral Agent to file this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and to file any other instruments, documents and agreements as may be necessary to reflect the assignment set forth in this Section 22.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGORS:

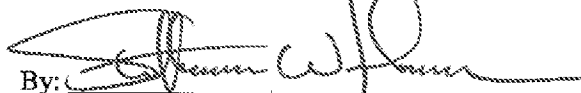
CONSOL ENERGY INC.

By: 
Name: Stephen W. Johnson
Title: Executive Vice President & Chief Legal
and Corporate Affairs Officer

**CONSOL FINANCIAL INC.
AMVEST COAL & RAIL, L.L.C.
CNX MARINE TERMINALS INC.
CONSOL ENERGY SALES COMPANY
VAUGHAN RAILROAD COMPANY
AMVEST COAL SALES, INC.
CONSOL ENERGY HOLDINGS LLC VI
CONSOL OF KENTUCKY INC.
CONSOL PENNSYLVANIA COAL
COMPANY LLC
FOLA COAL COMPANY, L.L.C.
GLAMORGAN COAL COMPANY, L.L.C.
TEAGLE COMPANY, L.L.C.
TECPART CORPORATION
TERRY EAGLE LIMITED PARTNERSHIP
AMVEST GAS RESOURCES, INC.
AMVEST OIL & GAS, INC.
LEATHERWOOD, INC.
MTB INC.
TERRA FIRMA COMPANY
WOLFPEN KNOB DEVELOPMENT
COMPANY
AMVEST CORPORATION
AMVEST MINERAL SERVICES, INC.
AMVEST MINERALS COMPANY, L.L.C.
AMVEST WEST VIRGINIA COAL, L.L.C.
BRAXTON-CLAY LAND & MINERAL,
INC.
CONSOL OF CANADA INC.
CONSOL OF CENTRAL PENNSYLVANIA
LLC
CONSOL OF OHIO LLC
CNX WATER ASSETS LLC
LITTLE EAGLE COAL COMPANY, L.L.C.
NICHOLAS-CLAY LAND & MINERAL,
INC.
PETERS CREEK MINERAL SERVICES,**

[Signature Page to Amended and Restated Patent, Trademark and Copyright Security Agreement]

INC.
TERRY EAGLE COAL COMPANY, L.L.C.
HELVETIA COAL COMPANY
ISLAND CREEK COAL COMPANY
LAUREL RUN MINING COMPANY
WINDSOR COAL COMPANY
CONRHEIN COAL COMPANY
CNX LAND LLC
CNX RCPC LLC
CONSOL AMONATE FACILITY LLC
CONSOL AMONATE MINING COMPANY
LLC
CONSOL BUCHANAN MINING
COMPANY LLC
CONSOL MINING COMPANY LLC
CONSOL MINING HOLDING COMPANY
LLC
PAROS CORP.
R&PCC LLC
CNX GAS CORPORATION
CNX GAS COMPANY LLC
CARDINAL STATES GATHERING
COMPANY
KNOX ENERGY, LLC
COALFIELD PIPELINE COMPANY
MOB CORPORATION
PANDA BAMBOO HOLDINGS, INC.

By: 

Name: Stephen W. Johnson


Title: Authorized Signatory

[Signature Page to Amended and Restated Patent, Trademark and Copyright Security Agreement]

TRADEMARK
REEL: 005309 FRAME: 0155

COLLATERAL AGENT:


PNC BANK, NATIONAL ASSOCIATION,
as
Collateral Agent

By: 
John Berry
Vice President

FOR PURPOSES OF SECTION 22 ONLY:

COLLATERAL TRUSTEE:

PNC BANK, NATIONAL ASSOCIATION,
as
Collateral Trustee

By: 
John Berry
Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

UNITED STATES PATENTS:

OWNER	REGISTRATION NUMBER	DESCRIPTION
CONSOL Energy Inc.	5,185,935 (Patent Term Expired)	Method and Apparatus for Separation Measurement and Alignment System
CONSOL Energy Inc.	5,921,862	An Air Flow Reversal Prevention Door Assembly
CONSOL Energy Inc.	6,659,269 (Patent expired due to non-payment of maintenance fee)	Apparatus and Method for Temporary Support and Isolation for a Conveyor Belt
AMVEST Corporation	6,755,480	“Drum-Type Dual Channel Water-Jet Assisted Cutting Head”
AMVEST Corporation	6,283,277	“Self-Propelled, Mobile Articulated Trimming Haulage Conveyors System for Mining Operations”
AMVEST Corporation	6,364,418	“Cutting Heads for Horizontal Remote Mining System”
AMVEST Corporation	6,612,655	“Mining System and Method Featuring a Bread Loaf Shaped Borehole”

CNX Gas Company LLC	7,484,562	“Method and Apparatus for Controlling a Quantity of a Specific Gas in a Group of Gases Produced from a Given Well Bore”
AMVEST Corporation	5,879,057	“Horizontal Remote Mining System and Method”
AMVEST Corporation	6,409,276	“Water-jet Assisted Drum-type Mining System”

UNITED STATES TRADEMARKS:

OWNER	REGISTRATION NUMBER	TRADEMARK
CONSOL Energy Inc.	2,756,594	CONSOL ENERGY
CONSOL Energy Inc.	2,756,595	CE CONSOL ENERGY (w/design)
CONSOL Energy Inc.	3,550,867	AMERICA’S ON SWITCH
CONSOL Energy Inc.	4,179,710	CONSOL ENERGY CENTER (TM)
CONSOL Energy Inc.	4,042,449	CONSOL ENERGY CENTER (SM)
CONSOL Energy Inc.	4,115,252	CONSOL ENERGY CENTER
CONSOL Energy Inc.	4,179,741	CONSOL ENERGY CENTER (w/design)
CONSOL Energy Inc.	4,242,300	CONSOL ENERGY
CONSOL Energy Inc.	4,242,301	CE CONSOL ENERGY (w/design)

CONSOL Energy Inc.	3,903,862	CONSOL ENERGY
CONSOL Energy Inc.	3,904,430	CE CONSOL ENERGY PARK (w/design)
CONSOL Energy Inc.	692,611	CONSOL
CONSOL Energy Inc.	2,756,596	CE DESIGN
CNX Gas Corporation	3,186,155	CNX GAS (Production)
CNX Gas Corporation	3,200,825	CNX GAS (w/design) (Production)
AMVEST Corporation	1,255,532	AMVEST
CNX Gas Corporation	3,363,299	CNX GAS
CNX Gas Corporation	3,353,563	CNX GAS

UNITED STATES COPYRIGHTS:

Owner	Title	Registration No.	Registration Date
CONSOL Energy, Inc.	Landfill cost model for disposal of coal combustion products, version 1.0	TX0005746937	03/10/2003
MTB, Inc.	Southern spirit / the Marshall Tucker Band	SR0000127039	08/22/1990