

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alpha Natural Resources, Inc.		05/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc., as Collateral Agent		
Street Address:	2 Penns Way, Suite 200		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4461563	WE FUEL PROGRESS AROUND THE WORLD	
Registration Number:	4347446	WE FUEL PROGRESS AROUND THE WORLD	
Registration Number:	4275050	ARMED FORCES TO ALPHA	
Registration Number:	4263586	ALPHA NATURAL RESOURCES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	02/23/2015		
Total Attachments: 6			
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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 Citicorp North America, Inc., in its capacity as Collateral Agent (in such capacity, the “Collateral Agent”) pursuant to the Credit Agreement.

WITNESSETH:

WHEREAS, Pledgors are party to an Amended and Restated Guarantee and Collateral Agreement dated as of June 1, 2011 (the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Pledge of Security Interest in Trademark Collateral. Each Pledgor hereby grants to the 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. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the full performance of the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest

granted herein shall terminate and the 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

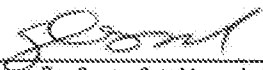
Title: Executive Vice President, General Counsel
and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005464 FRAME: 0493

Accepted and Agreed:

CITICORP NORTH AMERICA, INC.
as Collateral Agent

By: 
Name: CHRISTOPHER WOOD
Title: VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
Alpha Natural Resources, Inc.	WE FUEL PROGRESS AROUND THE WORLD	85914872 04/25/2013	4461563 01/07/2014
Alpha Natural Resources, Inc.	WE FUEL PROGRESS AROUND THE WORLD	85438908 10/04/2011	4347446 06/04/2013
Alpha Natural Resources, Inc.	ARMED FORCES TO ALPHA	85635301 05/25/2012	4275050 01/15/2013
Alpha Natural Resources, Inc.	ALPHA NATURAL RESOURCES	85540851 02/13/2012	4263586 12/25/2012