

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355901

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alpha Natural Resources, Inc.		09/21/2015	CORPORATION: DELAWARE
Dickenson-Russell Coal Company, LLC		09/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
Paramount Coal Company Virginia, LLC		09/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
Appalachia Holding Company		09/21/2015	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Bank: SOUTH DAKOTA

PROPERTY NUMBERS Total: 22

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:	3253376	A ALPHA NATURAL RESOURCES
Registration Number:	3224761	A ALPHA NATURAL RESOURCES
Registration Number:	3121125	ALPHA NATURAL RESOURCES
Registration Number:	3112318	ALPHA NATURAL RESOURCES
Registration Number:	0630215	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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4347446	WE FUEL PROGRESS AROUND THE WORLD
Registration Number:	4461563	WE FUEL PROGRESS AROUND THE WORLD
Registration Number:	3091381	F
Registration Number:	3146511	FOUNDATION COAL CORPORATION
Serial Number:	85438934	LEADING RIGHT
Serial Number:	85438949	LIVING RIGHT
Serial Number:	85439007	CANINES FOR COAL

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F158399
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	09/22/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of September 21, 2015 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), is made and entered into by and between Alpha Natural Resources, Inc., a Delaware corporation (the “**Borrower**”), each of the subsidiaries of the Borrower party hereto from time to time, whether as an original signatory hereto or as an Additional Grantor (collectively, the “**Grantors**”) and Citibank, N.A., as administrative agent and collateral agent for the Term Secured Parties (together with any successors and assigns thereto in such capacity, the “**Term Agent**”), as administrative agent and collateral agent for the Term LC Secured Parties (together with any successors and assigns thereto in such capacity, the “**Term LC Agent**”), as administrative agent and collateral agent for the Bonding LC Secured Parties (together with any successors and assigns thereto in such capacity, the “**Bonding LC Agent**”), and as administrative agent and collateral agent for each of the other Secured Parties from time to time under the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Grantors are party to a Debtor-in-Possession Pledge and Security and Intercreditor Agreement dated as of August 6, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Alpha Natural Resources, Inc., the other Grantors named therein and the Agents, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the First Out Credit Agreement and, if applicable, Second Out Credit Agreement, the Grantors hereby agree with each 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. *Grant of Security Interest in Secured Trademarks.*

2.1 *Grant of Security.* Each Grantor hereby grants to each Agent, for the benefit of the Secured Parties a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or created by Grantor and wherever located (collectively, the “**Secured Trademarks**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, slogans, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule A hereto, (ii) all extensions or renewals of, and amendments to, any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill of the foregoing, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, “**Trademarks**”).

2.2 *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Secured Trademarks include or the security interests granted under Section 2.01 hereof attach to any intent-to-use application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law.

SECTION 3. *Security Agreement.* The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interest granted to each Secured Party pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agents with respect to the security interests in the Secured 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. *Applicable Law.* This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. *Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. *Intercreditor.* The Agents acknowledge that the rights relating to, and relative priorities of, the Liens granted hereunder shall be subject in all respects to the intercreditor provisions set forth in the Security Agreement. In the event of any conflict with the terms of this Trademark Security Agreement and such provisions in the Security Agreement, the Security Agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor 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 Grantor

By: 

Name: Philip J. Cavatoni

Title: EVP, Chief Financial and Strategy Officer

Grantors:

DICKENSON-RUSSELL COAL COMPANY, LLC
PARAMONT COAL COMPANY VIRGINIA, LLC
APPALACHIA HOLDING COMPANY,
as Grantors

Executing this Agreement as an authorized officer of each of the foregoing persons on behalf of and so as to bind the persons named above under the caption "Grantors"

By: 

Name: Philip J. Cavatoni

Title: Vice President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 005628 FRAME: 0008

Accepted and Agreed:
Citibank, N.A.,
as Term Agent, Term LC Agent and
Bonding LC Agent

By: 

Name: Allister Chan
Title: Vice President

[Signature page to the Trademark Security Agreement]

SCHEDULE A

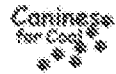
TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

Trademark	Registration Number (Serial Number)	Registration Date (Filing Date)	Record Owner/Liens
Mark: Running Right	®3,824,028	I: 07/27/2010 F: 08/19/2009	Alpha Natural Resources, Inc.
Mark: The Energy of Two The Power of One	®3,833,887	I: 08/17/2010 F: 08/19/2009	Alpha Natural Resources, Inc.
Alpha Coal Sales Co., LLC	®3,876,008	I: 11/16/2010 F: 02/02/2010	Alpha Natural Resources, Inc.
Mark: Stylized A and name	®3,253,376	I: 06/19/2007 F: 04/14/2006	Alpha Natural Resources, Inc.
Service Mark: Stylized A and name	®3,224,761	I: 04/03/2007 F: 04/07/2006	Alpha Natural Resources, Inc.
Service Mark: Name Alpha Natural Resources, Inc.	®3,121,125	I: 07/25/2006 F: 08/14/2002	Alpha Natural Resources, Inc.
Service Mark: Name	®3,112,318	I: 07/04/2006 F: 08/14/2002	Alpha Natural Resources, Inc.
Mark: MOSS	®0630215	I: 07/10/1956 F: 02/03/1955	Dickenson-Russell Coal Company, LLC
Mark: Stylized P over "M" in shape of a mountain within a circle	®1219643	I: 12/14/1982 F: 12/07/1981	Paramont Coal Company Virginia, LLC
Service Mark: Name (MASSEY ENERGY)	®2614626	I: 09/3/2002 F: 03/19/2001	Appalachia Holding Company
Mark: Massey Energy Logo 	®2607161	I: 08/13/2002 F: 03/19/2001	Appalachia Holding Company
Mark: Massey "M"	®2607159	I: 08/13/2002 F: 03/19/2001	Appalachia Holding Company
WE POWER THE WORLD THROUGH THE ENERGY OF OUR PEOPLE	®4,005,143	I: 08/02/2011 F: 08/31/2010	Alpha Natural Resources, Inc.
ALPHA NATURAL RESOURCES	®4,263,586	I: 12/25/2012 F: 02/13/2012	Alpha Natural Resources, Inc.
 ARMED FORCES TO ALPHA	®4,275,050	I: 01/15/2013 F: 5/25/2012	Alpha Natural Resources, Inc.
WE FUEL PROGRESS AROUND THE WORLD	®4,347,446	I: 06/04/2013 F: 10/04/2011	Alpha Natural Resources, Inc.
WE FUEL PROGRESS AROUND THE WORLD	®4,461,563	I: 01/07/2014 F: 04/25/2013	Alpha Natural Resources, Inc.
 FOUNDATION COAL CORPORATION	®3,091,381	I: 05/09/2006 F: 08/31/2004	Alpha Natural Resources, Inc.
FOUNDATION COAL CORPORATION	®3,146,511	I: 09/19/2006	Alpha Natural Resources, Inc.

		F: 08/31/2004	
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II. U.S. TRADEMARK APPLICATIONS

Trademark	Registration Number (Serial Number)	Registration Date (Filing Date)	Record Owner/Liens
LEADING RIGHT	US: 85/438,934	F: 10/04/2011	Alpha Natural Resources, Inc.
LIVING RIGHT	US: 85/438,949	F: 10/04/2011	Alpha Natural Resources, Inc.
	US: 85/439,007	F: 10/04/2011	Alpha Natural Resources, Inc.