

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395402

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Contura Energy, Inc.		07/26/2016	Corporation: DELAWARE
DICKENSON-RUSSELL CONTURA, LLC		07/26/2016	Limited Liability Company: DELAWARE
PARAMOUNT CONTURA, LLC		07/26/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	0630215	MOSS
Registration Number:	1219643	P
Registration Number:	3824028	RUNNING RIGHT
Serial Number:	87107459	SHAPING TOMORROW
Serial Number:	87107451	SHAPING THE FUTURE
Serial Number:	87107446	SHAPING A POWERFUL TOMORROW
Serial Number:	87075658	CONTURA ENERGY
Serial Number:	87075573	CONTURA ENERGY

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

TRADEMARK

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: F164925 ABL

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED: 08/17/2016

Total Attachments: 17

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 26, 2016 (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 Contura Energy, Inc., a Delaware corporation (the “**Borrower**”), each of the subsidiaries of the Borrower party hereto from time to time (together with the Borrower, collectively, the “**Grantors**”) and Wilmington Trust, National Association (“**Wilmington**”), as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the “**Collateral Agent**”) from time to time under the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Grantors are party to an Asset-Based Term Loan Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the guarantors identified therein, the lenders from time to time thereto and Wilmington, as administrative agent and as collateral agent;

WHEREAS, pursuant to the Credit Agreement, the Grantors are party to a Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, the other Obligors named therein and the Collateral Agent, pursuant to which the Grantors have executed and delivered this Trademark Security Agreement;

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

2.1 *Grant of Security.* Each Grantor hereby grants to the Collateral 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, service marks, corporate names, company names, business names, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof (if any), and all applications filed in connection therewith in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including those listed on Schedule A, and all goodwill associated therewith or symbolized thereby (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 Collateral Agent 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.

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. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. *Intercreditor.* The Collateral Agent acknowledges that the rights relating to, and relative priorities of, the Liens granted hereunder shall be subject in all respects to the Intercreditor Agreement. In the event of any conflict with the terms of this Trademark Security Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall govern and control.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the 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.

Grantors:

CONTURA ENERGY, INC.,
as Grantor.

By:



Name: John DeGroot
Title: President and Secretary

[Signature page to ABL Trademark Security Agreement]


TRADEMARK
REEL: 005858 FRAME: 0116

IN WITNESS WHEREOF, the 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.

Grantors:

CONTURA ENERGY, LLC,
CONTURA MINING HOLDING, LLC,
CONTURA ENERGY SERVICES, LLC,
as Grantors

By:


Name: Stanley E. Bateman, Jr.
Title: Manager and President

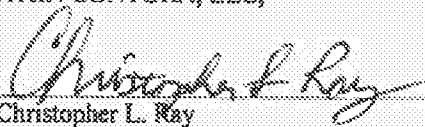
[Signature page to ABL Trademark Security Agreement]

IN WITNESS WHEREOF, the 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.

Grantors:

POWER MOUNTAIN CONTURA, LLC,
as a Grantor

By:


Name: Christopher L. Ray
Title: Manager and President

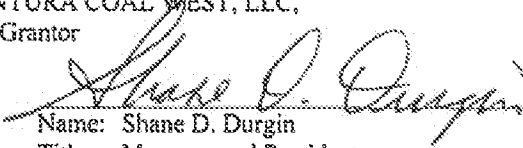
[Signature page to ABL Trademark Security Agreement]

IN WITNESS WHEREOF, the 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.

Grantors:

CONTURA COAL WEST, LLC,
as a Grantor

By:


Name: Shane D. Durgin
Title: Manager and President

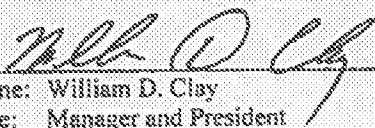
[Signature page to ABL Trademark Security Agreement]

IN WITNESS WHEREOF, the 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.

Grantors:

CONTURA COAL SALES, LLC,
CONTURA EUROPEAN MARKETING, LLC,
CONTURA TERMINAL, LLC
as Grantors

By:



Name: William D. Clay
Title: Manager and President

[Signature page to ABL Trademark Security Agreement]

IN WITNESS WHEREOF, the 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.

Grantors:

NICHOLAS CONTURA, LLC,
as a Grantor

By: 
Name: Robert C. Gordon
Title: Manager and President

[Signature page to ABL Trademark Security Agreement]

IN WITNESS WHEREOF, the 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.

Grantors:

CUMBERLAND CONTURA, LLC,
EMERALD CONTURA, LLC,
as Grantors

By:



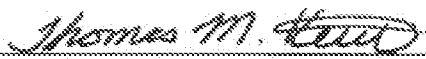
Name: Ryan A. Toler
Title: Manager and President

[Signature page to ABL Trademark Security Agreement]

IN WITNESS WHEREOF, the 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.

Grantors:

PARAMONT CONTURA, LLC,
as a Grantor

By: 
Name: Thomas M. Keith
Title: Manager and President

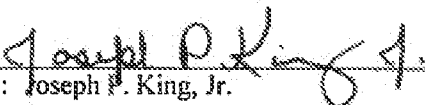
[Signature page to ABL Trademark Security Agreement]

IN WITNESS WHEREOF, the 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.

Grantors:

DICKENSON-RUSSELL CONTURA, LLC,
as a Grantor

By:


Name: Joseph P. King, Jr.
Title: Manager and President

[Signature page to ABL Trademark Security Agreement]

IN WITNESS WHEREOF, the 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.

Grantors:

CONTURA WYOMING LAND, LLC,
as a Grantor

By:



Name: W. Michael Lepchitz

Title: Manager and President

[Signature page to ABL Trademark Security Agreement]

IN WITNESS WHEREOF, the 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.

Grantors:

CONTURA COAL RESOURCES, LLC,
CONTURA FREEPORT, LLC,
CONTURA PENNSYLVANIA LAND, LLC
CONTURA PENNSYLVANIA TERMINAL, LLC
as Grantors,

By:



Name: Eric D. Salyer

Title: Manager and President

[Signature page to ABL Trademark Security Agreement]

TRADEMARK

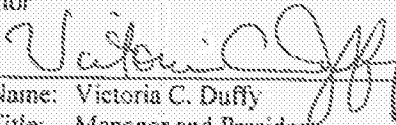
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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantors:


CONTURA CAPP LAND, LLC,
as a Grantor

By:


Name: Victoria C. Duffy
Title: Manager and President

{Signature page to ABL Trademark Security Agreement}


Accepted and Agreed:
WILMINGTON TRUST,
NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Meghan H. McCauley
Title: Assistant Vice President

SCHEDULE A


TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

Trademark	Registration Number (Serial Number)	Registration Date (Filing Date)	Record Owner/Liens
Edwight Mining Company	n/a	n/a	Before the Effective Date: Alex Energy, LLC On and after the Effective Date: Nicholas Contura, LLC
Mark: MOSS	@0630215	I: 7/10/1956 F: 02/03/1955	Before the Effective Date: Dickenson-Russell Coal Company, LLC On and after the Effective Date: Dickenson-Russell Contura, LLC
Mark: Stylized P over "M" in shape of a mountain within a circle 	@1219643	I: 12/14/1982 F: 12/07/1981	Before the Effective Date: Paramont Coal Company Virginia, LLC On and after the Effective Date: Paramont Contura, LLC
Mark: Running Right	@3824028	I: 07/27/2010 F: 08/19/2009	Before the Effective Date: Alpha Natural Resources, Inc. On and after the Effective Date: Contura Energy, Inc.
Name of all Contura-affiliated entities	n/a	n/a	Entity bearing name

II. U.S. TRADEMARK APPLICATIONS

Trademark Application	Registration Number (Serial Number)	Registration Date (Filing Date)	Record Owner/Liens
Mark: SHAPING TOMORROW	87/107,459	July 18, 2016	Contura Energy, Inc.
Mark: SHAPING THE FUTURE	87/107,451	July 18, 2016	Contura Energy, Inc.
Mark: SHAPING A POWERFUL TOMORROW	87/107,446	July 18, 2016	Contura Energy, Inc.
Mark: CONTURA ENERGY	87/075,658	June 17, 2016	Contura Energy, Inc.

Mark: 	87/075,573	June 17, 2016	Contura Energy, Inc.
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