

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peabody Energy Corporation		06/16/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	1615 Brett Road		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Banking Association: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4138845	COAL CAN DO THAT	
Registration Number:	4212741	ENERGIZING THE WORLD ONE BTU AT A TIME	
Registration Number:	4208931	PEABODY	
Registration Number:	4157078	PEABODY ENERGY	
Registration Number:	4638492	ADVANCED ENERGY FOR LIFE	
Registration Number:	1303393	SENECA	
Registration Number:	4738426	PEABODY ENERGY LEADERS IN EDUCATION	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
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:	F164938		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		

OP \$190.00 4138845

DATE SIGNED:	08/18/2016
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 16, 2016 (this “**Agreement**”), is made by Peabody Energy Corporation, a Delaware corporation (the “**Borrower**”), in favor of Citibank, N.A., as administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

WHEREAS, pursuant to that certain Superpriority Secured Debtor-in-Possession Credit Agreement, dated as of April 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Lenders, Citibank, N.A., as Administrative Agent and L/C Issuer and the other parties party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Borrower entered into a Pledge and Security Agreement dated as of April 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) among the Borrower, certain subsidiaries of the Borrower and the Administrative Agent, pursuant to which the Borrower assigned, transferred and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, the Borrower agreed to execute this Agreement, in order to record the security interest granted to the Administrative Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms.

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral.

Section 2.1 Grant of Security. The Borrower hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (excluding any Excluded Assets, collectively, the “**Trademark Collateral**”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower’s Obligations:

all trademarks, trade names, service marks, corporate names, business names, Internet domain names and URLs and other indicia of source or business identifiers or general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, "Trademarks") (it being understood that, notwithstanding the foregoing, any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, is not part of Trademark Collateral).

Section 3. Security Agreement.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Borrower hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

Section 4. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (AND TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE) WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

Section 5. Counterparts.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate 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.

[Remainder of page intentionally left blank]

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

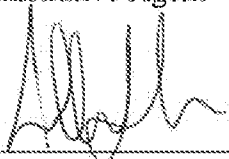
PEABODY ENERGY CORPORATION,
as the Borrower

By: James A. Tichenor
Name: James A. Tichenor
Title: Vice President & Treasurer

[Signature Page for Trademark Security Agreement]

Accepted and Agreed:

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: Allister Chan
Title: Vice President

[Signature Page for Trademark Security Agreement]

TRADEMARK
REEL: 005859 FRAME: 0071

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks/Trademark Applications

Title	Owner	Reg. No./ App. No. Reg Date/Registration Date.
COAL CAN DO THAT	PEABODY ENERGY CORPORATION	4138845/May 8, 2012
ENERGIZING THE WORLD ONE BTU AT A TIME	PEABODY ENERGY CORPORATION	4212741/September 25, 2012
PEABODY	PEABODY ENERGY CORPORATION	4208931/September 18, 2012
PEABODY ENERGY & design	PEABODY ENERGY CORPORATION	4157078/June 12, 2012
ADVANCED ENERGY FOR LIFE	PEABODY ENERGY CORPORATION	4638492/November 11, 2014
SENECA	PEABODY ENERGY CORPORATION	1303393/November 6, 1984
PEABODY ENERGY LEADERS IN EDUCATION	PEABODY ENERGY CORPORATION	4738426/May 19, 2015