

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM401008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arch Coal, Inc.		10/05/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, in its capacity as administrative agent and collateral agent for the Secured Parties		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2462449	ACI	
Registration Number:	2453826	ACI	
Registration Number:	2468302		
Registration Number:	2696051	ARCH COAL	
Registration Number:	4641536	ARCH COAL	
Registration Number:	4641537	ARCHCOAL	
Registration Number:	4641559		
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<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:	212-836-7319		
Email:	paul.somelofske@kayescholer.com		
Correspondent Name:	Paul J. Somelofske c/o Kaye Scholer LLP		
Address Line 1:	250 West 55th Street		
Address Line 2:	Room 1119		
Address Line 4:	New York, NEW YORK 10019-9710		
NAME OF SUBMITTER:	Paul J. Somelofske		

CH \$190.00 2462449

SIGNATURE:	/Paul J. Somelofske/
DATE SIGNED:	10/05/2016
Total Attachments: 5 source=Arch Coal Take Back Trademark Security Agreement - Execution Copy#page1.tif source=Arch Coal Take Back Trademark Security Agreement - Execution Copy#page2.tif source=Arch Coal Take Back Trademark Security Agreement - Execution Copy#page3.tif source=Arch Coal Take Back Trademark Security Agreement - Execution Copy#page4.tif source=Arch Coal Take Back Trademark Security Agreement - Execution Copy#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of October 5, 2016, by and among **ARCH COAL, INC.** (“**Grantor**”) and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacities, the “**Agent**”).

WITNESSETH:

WHEREAS, Grantor is party to a Security Agreement (Borrower), dated as of October 5, 2016 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the “**Security Agreement (Borrower)**”), in favor of the Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Security Agreement (Borrower)), Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement (Borrower) and used herein have the meaning given to them in the Security Agreement (Borrower).

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Agent, on behalf of and 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 owned by Grantor (collectively, the “**Trademark Collateral**”):

- (a) Trademarks owned by Grantor listed on Schedule I attached hereto;
- (b) all goodwill of the business symbolized by such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement (Borrower). The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement (Borrower). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement (Borrower), the provisions of the Security Agreement (Borrower) shall control.

SECTION 4. Termination or Release.

- (a) This Trademark Security Agreement shall terminate upon the termination of the Security Agreement (Borrower) in accordance with its terms.

(b) Grantor shall be released from its obligations hereunder and the security interests created hereunder in the Trademark Collateral of Grantor shall be released as and to the extent set forth in Section 13.16 of the Credit Agreement.

(c) In connection with any termination or release pursuant to Section 4(a) or (b), the Agent shall promptly execute, acknowledge and deliver to Grantor, an instrument in writing, provided to it, in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement and shall perform such other actions reasonably requested by Grantor to effect such release.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. The Grantor acknowledges and agrees that a telecopy transmission to the Agent or any Secured Party of the signature pages hereof purporting to be signed on behalf of the Grantor shall constitute effective and binding execution and delivery hereof by the Grantor.

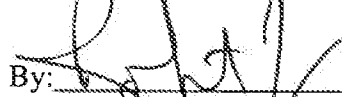
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW AND (TO THE EXTENT APPLICABLE) THE BANKRUPTCY CODE.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this
Trademark Security Agreement to be duly executed as of the date first above written.

GRANTOR:

ARCH COAL, INC.

By: 

Name: Robert G. Jones

Title: Senior Vice President -- Law,
General Counsel & Secretary

AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005892 FRAME: 0274

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the date first above written.

GRANTOR:

ARCH COAL, INC.

By: _____

Name:

Title:

AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent**

By: _____



Name:

Title:


Jeffery Rose
Vice President

SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT (BORROWER)

U.S. TRADEMARK REGISTRATIONS

REGISTERED AND UNREGISTERED TRADEMARKS			
TRADEMARKS	DATE REGISTERED	REGISTRATION NO.	FILING DATE
ACI	6/19/2001	2,462,449	4/7/1999
ACI Symbol	5/22/2001	2,453,826	4/7/1999
Arch Logo	7/10/2001	2,468,302	4/7/1999
arch coal	3/11/2003	2,696,051	4/7/1999
	11/18/2014	4,641,536	12/7/2011
	11/18/2014	4,641,537	12/7/2011
	11/18/2014	4,641,559	2/6/2012