

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407942

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900381685		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cloud Peak Energy Resources LLC		10/17/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3930706	CLOUD PEAK ENERGY	
<b>Registration Number:</b>	3924959	CLOUD PEAK ENERGY	
<b>Registration Number:</b>	3924958		
<b>Registration Number:</b>	2875225	ENERGY TO POWER THE COUNTRY	
<b>Registration Number:</b>	4580969	PROVIDE FOR TODAY, PROTECT FOR TOMORROW	
<b>Serial Number:</b>	85955989	BIG METAL COAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7137581105		
<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>			
<b>Phone:</b>	7137581105		
<b>Email:</b>	iptldocket@velaw.com		
<b>Correspondent Name:</b>	W. Scott Brown		
<b>Address Line 1:</b>	1001 Fannin Street, Suite 2500		
<b>Address Line 4:</b>	Houston, TEXAS 77002-6760		
<b>NAME OF SUBMITTER:</b>	W. Scott Brown		
<b>SIGNATURE:</b>	/wsb/		
<b>DATE SIGNED:</b>	12/06/2016		

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

WHEREAS, CLOUD PEAK ENERGY RESOURCES LLC, a Delaware limited liability company, (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, CLOUD PEAK ENERGY RESOURCES LLC and CLOUD PEAK ENERGY FINANCE CORP. (together, the “**Issuers**”) issued \$290,366,000 aggregate principal amount of 12% Second Lien Senior Secured Notes due 2021 pursuant to an indenture dated as of October 17, 2016 (the “**Indenture**”) among the Issuers, CLOUD PEAK ENERGY INC. (the “**Parent Guarantor**”), the Subsidiary Guarantors party thereto, and Wilmington Trust, National Association, as Trustee and the Collateral Agent.

WHEREAS, pursuant to (i) the Security Agreement dated as of October 17, 2016 (as may be amended and/or supplemented from time to time, the “**Security Agreement**”) among the Issuers, the Parent Guarantor, the Subsidiary Guarantors party thereto and Wilmington Trust, National Association, as the Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types, of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- i. each Trademark (as defined in the Security Agreement) owned by the Grantor that is Recordable Intellectual Property (as defined in the Security Agreement), including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto , and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- ii. each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each exclusive Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- iii. all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without

Trademark Security Agreement

limitation, any exclusive Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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.

The Collateral Agent is a party to this Trademark Security Agreement solely in its capacity as Collateral Agent pursuant to the Indenture and not in its individual capacity. The Collateral Agent shall have all of the rights, privileges and immunities afforded to it as Collateral Agent under the Indenture and the other Note Documents as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the 17th day of October, 2016.

CLOUD PEAK ENERGY RESOURCES LLC

By:                     *Heath Hill*                    

Name: Heath Hill  
Title: Executive Vice President and  
Chief Financial Officer

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the 17th day of October, 2016.

CLOUD PEAK ENERGY RESOURCES LLC

By: \_\_\_\_\_

Name: Heath Hill

Title: Executive Vice President and  
Chief Financial Officer

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent

By: \_\_\_\_\_

Name:

Title:



*W. Thomas Morris, II*  
**W. Thomas Morris, II**  
**Vice President**

**Schedule I to Trademark  
Security Agreement**

**CLOUD PEAK ENERGY RESOURCES LLC**

**TRADEMARK REGISTRATIONS**

**U.S. TRADEMARK REGISTRATIONS**

Trademark	Registration Number	Registration Date
 <b>CLOUD PEAK ENERGY</b>	3930706	March 15, 2011
<b>CLOUD PEAK ENERGY</b>	3924959	March 1, 2011
	3924958	March 1, 2011
<b>ENERGY TO POWER THE COUNTRY</b>	2875225	August 17, 2004
<b>PROVIDE FOR TODAY, PROTECT FOR TOMORROW</b>	4580969	August 5, 2014

**U.S. TRADEMARK APPLICATIONS**

Trademark	Filing Date	Application Number
<b>BIG METAL COAL</b>	June 10, 2013	85955989

**EXCLUSIVE TRADEMARK LICENSES**

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
None.			