

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419504

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALPHA NATURAL RESOURCES, INC.		07/26/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANR, INC.		
<b>Street Address:</b>	1989 East Stone Drive		
<b>City:</b>	KINGSPORT		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37660		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3824028	RUNNING RIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3043570919		
<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>	3043579924		
<b>Email:</b>	MONIKA.JAENSSON@DINSMORE.COM		
<b>Correspondent Name:</b>	MONIKA L JAENSSON		
<b>Address Line 1:</b>	707 VIRGINIA STREET, SUITE 1300		
<b>Address Line 4:</b>	CHARLESTON, WEST VIRGINIA 25301		
<b>NAME OF SUBMITTER:</b>	Monika L Jaensson		
<b>SIGNATURE:</b>	/Monika L Jaensson/		
<b>DATE SIGNED:</b>	03/14/2017		
<b>Total Attachments: 12</b>			
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## TRADEMARK LICENSE AGREEMENT

This **TRADEMARK LICENSE AGREEMENT** (this “**Agreement**”) is dated July 26, 2016 (“**Effective Date**”), by and between Alpha Natural Resources, Inc., a Delaware corporation (“**Licensor**”), and ANR, Inc., a Delaware corporation (“**Licensee**”) (each a “**Party**,” and collectively, the “**Parties**”).

### RECITALS

WHEREAS, this Agreement is being entered into in connection with (but immediately before the Closing of) the transactions to be effected pursuant to that certain Asset Purchase Agreement dated as of July 26, 2016 (the “**Purchase Agreement**”), by and among Licensor, Licensee and Contura Energy, Inc., a Delaware corporation (“**Buyer**”), among others, pursuant to which Licensor and certain of its subsidiaries have agreed to sell, and Buyer has agreed to purchase, certain assets (the “**Purchased Assets**”), including the Licensed Trademarks (defined below); and

WHEREAS, the Parties acknowledge and agree that, at the Closing, and simultaneous with the assignment of the Purchased Assets to Buyer, Licensor will assign all of its rights, obligations and interests under this Agreement to Buyer, following which Buyer will continue (as “**Licensor**” hereunder) to license to Licensee and its Affiliates the use of the Licensed Trademarks in connection with Licensee’s and its Affiliates’ continued operation of the Business (defined below) on the terms and conditions set forth herein.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I

#### DEFINITIONS

Capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have correlative meanings.

“**Applicable Law**” means, with respect to any Person, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling, reporting or licensing requirement or other similar requirement enacted, adopted, promulgated or

applied by a Governmental Authority that is binding upon or applicable to such Person or any of its assets, Liabilities or business, in each case, as amended, unless expressly specified otherwise.

“**Business**” means Licensee’s and its Affiliates’ business operated with the Excluded Assets (as defined in the Purchase Agreement), including any natural expansion of such business.

“**Business Day**” means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Applicable Law to close.

“**Governmental Authority**” means any transnational, domestic or foreign federal, state, local, provincial, municipal, special purpose, or other governmental or quasi-governmental authority or regulatory body, court, tribunal, arbitrating body, governmental department, commission, board, officer, self-regulating authority, taxing authority, bureau or agency, as well as any other instrumentality or entity designated to act for or on behalf of any of the foregoing.

“**Licensable**” means, with respect to any Trademark, that Licensor has the right and ability to grant a license or sublicense to such Trademark as provided for herein without any of the following: (a) violating Applicable Law, (b) violating the terms of any written agreement with any third party in existence as of the Effective Date, (c) requiring any consent, approval, or waiver from any third party pursuant to any written agreement in existence as of the Effective Date, (d) requiring the payment of additional compensation to any third party to the extent Licensee is unwilling to reimburse Licensor therefor, (e) materially impairing Licensor’s rights in respect of any Trademark that is first used after the Effective Date (it being understood that the grant of a non-exclusive license, in and of itself, shall not be construed as an impairment of any of Licensor’s rights), (f) imposing any additional obligations on Licensor under any agreement in existence as of the Effective Date relating to such Trademark, and/or (g) in the case of a sublicense, being in a position where a breach by Licensee hereunder would constitute a breach by Licensor or its Affiliates under their agreement with their third party licensor of such Trademark.

“**Licensed Trademarks**” means the Trademark “RUNNING RIGHT” (including U.S. Trademark Reg. No. 3,824,028) and any Trademarks containing the Trademark “RUNNING RIGHT” that are Licensable by Licensor.

“**Person**” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

“**Trademark**” means any trademark, service mark, certification mark, collective mark, composite mark or logo. For the avoidance of doubt, “Trademark” does not include any trade names, corporate names, domain names or URL addresses.

**ARTICLE II**  
**GRANT OF LICENSE**

SECTION 2.01. Grant. Subject to the terms and conditions of this Agreement, Licensors hereby grants to Licensee and its Affiliates a worldwide, irrevocable, perpetual (subject to Section 5.02), personal, non-exclusive, royalty free, fully paid-up, non-sublicensable (subject to Section 2.02), non-transferable (subject to Section 7.03) license to use the Licensed Trademarks in the Business in a manner consistent with their use of such Licensed Trademarks in connection with the Business prior to the Effective Date; *provided* that, under no circumstances shall Licensee or any of its Affiliates use any Licensed Trademark as or as part of any trade name, corporate name, domain name or URL address. For the avoidance of doubt, Licensee shall be directly liable to Licensors for the acts and omissions of its Affiliates, and any acts or omissions of any such Affiliate which would constitute a breach of this Agreement if taken or made by Licensee directly shall be deemed to be a breach of this Agreement by Licensee.

SECTION 2.02. Right to Sublicense. Licensee and its Affiliates may sublicense the Licensed Trademarks only to its authorized distributors, subcontractors, resellers and service providers solely for the purpose of using the Licensed Trademarks in connection with the Business (including the products and services thereof) and the advertising and promotion of such Business (including the products and services thereof), and not for any other purpose; *provided* that (a) such sublicensees shall not have any right or ability to further sublicense such Licensed Trademarks, (b) any such sublicenses shall terminate automatically and immediately upon any termination of this Agreement, and (c) Licensee shall be directly liable to Licensors for the acts and omissions of each such sublicensee in relation to the Licensed Trademarks, and any acts or omissions of any such sublicensee which would constitute a breach of this Agreement if taken or made by Licensee directly shall be deemed to be a breach of this Agreement by Licensee.

SECTION 2.03. Disclaimers; Limitation of Liability. THE LICENSE GRANTED HEREIN IS MADE ON AN "AS IS" BASIS, AND LICENSOR HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE LICENSED TRADEMARKS AND/OR THE RIGHTS GRANTED HEREUNDER, INCLUDING WITHOUT LIMITATION, THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR WILL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**ARTICLE III**  
**OWNERSHIP**

SECTION 3.01. Ownership by Licensor. Licensee acknowledges that Licensor owns all right, title and interest in and to the Licensed Trademarks. Licensee agrees that nothing in this Agreement, and no use of the Licensed Trademarks by Licensee pursuant to this Agreement, shall vest in Licensee, or shall be construed to vest in Licensee, any right of ownership in or to the Licensed Trademarks other than the right to use the Licensed Trademarks in accordance with this Agreement.

SECTION 3.02. Goodwill. All goodwill and improved reputation generated by Licensee's, its Affiliates' and/or their respective sublicensees' use of the Licensed Trademarks shall inure to the benefit of Licensor.

SECTION 3.03. Undertakings by Licensee. Licensee shall not (a) challenge the validity or ownership of the Licensed Trademarks or claim adversely or assist in any claim adverse to Licensor concerning any right, title or interest in the Licensed Trademarks, (b) do or permit any act which may impair Licensor's title to the Licensed Trademarks or be detrimental to the reputation and goodwill of Licensor, including any act which might assist or give rise to any application to remove or de-register any of the Licensed Trademarks, or (c) register or use, or attempt to register or to use, any Trademark, trade name, corporate name, domain name, URL address or other indicia of origin which comprises or includes, or is confusingly similar to, any of the Licensed Trademarks (other than uses of the Licensed Trademarks themselves in strict accordance with the terms and conditions of this Agreement).

**ARTICLE IV**  
**QUALITY STANDARDS**

SECTION 4.01. Quality Control. In order to preserve the inherent value of the Licensed Trademarks, Licensee shall ensure that the quality of all products and services in connection with which it uses the Licensed Trademarks shall continue to be at least equal to the quality standards prevailing in the operation of Licensee's and its Affiliates' businesses immediately prior to the Effective Date and that such quality standards shall be maintained on a consistent basis. Licensee shall conform to and observe such standards as Licensor from time to time prescribes in writing, including standards relative to the quality, design, identity, size, position, appearance, marking and color of the Licensed Trademarks, and the manner, disposition and use of the Licensed Trademarks and accompanying designations, on any document or other media. All services performed under the Licensed Trademarks and all goods to which the Licensed Trademarks are applied, in each case by or on behalf of Licensee or any of its Affiliates (including by any of their respective sublicensees), shall at all times be in compliance with Applicable Law, and Licensee shall ensure that such services and goods, and the manner in which they are performed, made and supplied, do not tarnish the Licensed Trademarks. Licensor acknowledges that the manner of Licensee's use of Licensed Trademarks as of the Effective Date, including all services performed under Licensed Trademarks and all

goods to which the Licensed Trademarks are applied, does not tarnish the Licensed Trademarks. Upon reasonable prior written notice to Licensee, Licensor shall have the right during Licensee's normal business hours to inspect any document or other media, and any facilities or other items, used or maintained by Licensee in connection with the performance of any services or supply of goods under one or more of the Licensed Trademarks.

SECTION 4.02. Third Party Notices. If requested in writing by Licensor, Licensee shall ensure that any promotional or advertising materials which include a reference to any Licensed Trademarks contains a written statement to the effect that such Licensed Trademarks are registered trademarks of Licensor and are used by Licensee under license, or such other similar statement as Licensor may reasonably require from time to time.

## **ARTICLE V**

### **TERM AND TERMINATION**

SECTION 5.01. Term. This Agreement shall be effective as of the Effective Date and continue in perpetuity unless otherwise terminated in accordance with this Article 5.

SECTION 5.02. Termination. This Agreement may be terminated at any time upon written notice by either Party if the other Party breaches any of its material obligations hereunder, and such breach is not cured within thirty (30) days after receipt of written notice of such breach.

SECTION 5.03. Survival. The provisions of Sections 2.03 and 6.03, and Articles 3, 5 and 7, of this Agreement shall survive the expiration or termination of this Agreement.

## **ARTICLE VI**

### **INFRINGEMENT AND INDEMNIFICATION**

SECTION 6.01. Infringement of Licensed Trademarks by Third Parties. Licensee shall promptly notify Licensor if it becomes aware of any material unauthorized or improper use of any of the Licensed Trademarks by any Person, and shall keep Licensor reasonably and promptly apprised of any relevant information Licensee may have regarding any such unauthorized or improper use. Licensor may at any time in its sole discretion, but shall not be required to, take any action, through the courts or otherwise, to halt or otherwise protect against any infringement or dilution of Licensor's rights in the Licensed Trademarks.

SECTION 6.02. Third Party Actions. Licensee shall promptly notify Licensor of any written allegations, claims or demands against Licensee or any of its Affiliates for infringement of any intellectual property rights of third parties by reason of the Licensee's use of the Licensed Trademarks and shall provide reasonable details requested by Licensor. Licensee shall not enter into any settlement, admit any liability or consent to any adverse judgment that would adversely affect the rights or interest of Licensor in and to the Licensed Trademarks without the prior written consent of Licensor. Licensor shall have the right to employ separate counsel and participate in the defense of such action at its own expense.

SECTION 6.03. Indemnification by Licensee. Licensee shall indemnify, defend and hold harmless Licensors and each of Licensors' Affiliates from and against all losses, claims, damages, liabilities, demands, proceedings and costs (including legal costs) related to or arising out of the use of the Licensed Trademarks by Licensee or its Affiliates (or any of their respective sublicensees), or the exercise of Licensee's rights (or the performance of Licensee's obligations) under this Agreement.

**ARTICLE VII**  
**MISCELLANEOUS**

SECTION 7.01. Notices. All notices, requests and other communications to any Party shall be in writing (including facsimile transmission and electronic mail ("e-mail") transmission) and shall be given,

(a) if to Licensors, to:

Alpha Natural Resources, Inc.  
(or, following the Closing, to Contura Energy, Inc.)  
300 Running Right Way  
P.O. Box 261  
Julian, WV 25529-0261  
Attention: General Counsel

with a copy to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, NY 10017  
Attention: William Taylor  
                  Damian Schaible  
Facsimile No.: (212) 701-5800  
E-mail: [william.taylor@davispolk.com](mailto:william.taylor@davispolk.com)  
                  [damian.schaible@davispolk.com](mailto:damian.schaible@davispolk.com)

(b) if to Licensee:

ANR, Inc.  
One Alpha Place  
P.O. Box 16429  
Bristol, Virginia 24209  
Attention: General Counsel

with a copy to:

Jones Day



1420 Peachtree Street, N.E., Suite 800  
Atlanta, GA 30309-3053  
Attention: Jeffrey B. Ellman  
Facsimile No.: (404) 581-8330  
E-mail: jbellman@jonesday.com

or such other address or facsimile number as such Party may hereafter specify for the purpose by notice to the other Party. All notices and other communications given in accordance with the provisions of this Agreement shall be deemed to have been given and received when delivered by hand or transmitted by facsimile (with confirmation of transmission) or email, three Business Days after the same are sent by certified or registered mail, postage prepaid, return receipt requested or one Business Day after the same are sent by a reliable overnight courier service, with acknowledgement of receipt.

SECTION 7.02. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 7.03. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Licensor may freely transfer or assign this Agreement at any time in its sole discretion without the consent of Licensee (and the Parties acknowledge and agree that, at the Closing, Licensor will assign all of its rights, obligations and interests under this Agreement to Buyer, which shall become the "Licensor" hereunder for all purposes at such time). Licensee may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Licensor; *provided, however*, that Licensee may assign this Agreement, without the prior written consent of Licensor, to any of its Affiliates or a third party that acquires all or substantially all of the assets of Licensee with respect to which Licensee uses the Licensed Trademarks, in each case so long as (a) such Affiliate or third party, as applicable, agrees in writing to be bound by and observe all of the terms and conditions of this Agreement and to comply with and fulfill all of Licensee's obligations hereunder, and (b) Licensee (in addition to such assignee) shall continue to be liable to Licensor for any breach of this Agreement by any Affiliate assignee or any third party assignee that is not adequately capitalized (or Affiliates or sublicensees of any of the foregoing).

SECTION 7.04. No Third Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, or liabilities hereunder upon any Person other than the parties to this Agreement.

SECTION 7.05. Amendments and Waivers.

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

SECTION 7.06. Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

SECTION 7.07. Jurisdiction. To the fullest extent permitted by Applicable Law, the Parties (a) agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought (i) in the Bankruptcy Court, if brought prior to the entry of a final decree closing the Bankruptcy Case and (ii) in the Chancery Court of the State of Delaware (or, if the Delaware Chancery Court shall be unavailable, any other court of the State of Delaware or, in the case of claims to which the federal courts have exclusive subject matter jurisdiction, any federal court of the United States sitting in the State of Delaware) (the “**Delaware Courts**”), if brought after entry of such final decree closing the Bankruptcy Case, and shall not be brought, in each case, in any other state or federal court in the United States, (b) agree to submit to the exclusive jurisdiction of the Bankruptcy Court or the Delaware Courts, as applicable, pursuant to the preceding clauses (a) (i) and (a) (ii), for purposes of all suits, actions or proceedings arising out of, or in connection with this Agreement and (c) waive and agree not to assert any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 7.01 shall be deemed effective service of process on such Party.

SECTION 7.08. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 7.09. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 7.10. Relation to the Purchase Agreement; Entire Agreement. This Agreement is executed and delivered pursuant to and to effect the transactions contemplated by the Purchase Agreement. No provision in this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. This Agreement, together with the Purchase Agreement (and the other agreements contemplated thereby), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof.

SECTION 7.11. Specific Performance. The Parties acknowledge and agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur if the Parties do not perform any provision of this Agreement in accordance with the terms hereof, or otherwise breach any such provision, and that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Each Party agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when available pursuant to the terms of this Agreement and Applicable Law on the basis that (a) there is adequate remedy at law or (b) an award of specific performance is not an appropriate remedy for any reason at law or equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

SECTION 7.12. Interpretation. The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles and Sections are to Articles and Sections of this Agreement unless otherwise specified. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof, as applicable. References to any Person include the successors and permitted assigns of that


Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to “law,” “laws” or to a particular statute or law shall be deemed also to include any and all Applicable Law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Licensor and Licensee, by their duly authorized officers, have each executed this Agreement as of the date first written above.

ALPHA NATURAL RESOURCES, INC.

ANR, INC.

By:   
Name: Andrew Eidson  
Title: Executive Vice President, Chief Financial Officer and Treasurer

By: \_\_\_\_\_  
Name: David J. Stelson  
Title: President and Chief Executive Officer

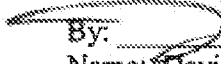
*[Signature Page to Trademark License Agreement]*

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**ALPHA NATURAL RESOURCES, INC.**

**ANR, INC.**

By: \_\_\_\_\_  
Name: Andrew Eidson  
Title: Executive Vice President, Chief Financial Officer and Treasurer

By:  \_\_\_\_\_  
Name: David J. Stetson  
Title: President and Chief Executive Officer

*[Signature Page to Trademark License Agreement]*