

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<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>	CONTURA ENERGY, INC.		
<b>Street Address:</b>	340 Martin Luther King, Jr. Blvd.		
<b>City:</b>	BRISTOL		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37620		
<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: 11</b>			
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## **TRADEMARK AND DOMAIN NAME ASSIGNMENT AND TRANSFER AGREEMENT**

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AND TRANSFER AGREEMENT (this “**Assignment**”), dated July 26, 2016, is (a) from the subsidiaries of Alpha Natural Resources, Inc. (“**ANR**”) identified on the signature page hereto (collectively, the “**ANR Subsidiaries**”) to ANR and (b) from ANR to the subsidiaries of Contura Energy, Inc. (“**Contura**”) identified on the signature page hereto (collectively, the “**Contura Subsidiaries**”).

WHEREAS, ANR, the ANR Subsidiaries and Contura are parties to that certain Asset Purchase Agreement dated as of July 26, 2016 (the “**Purchase Agreement**”), pursuant to which ANR and the ANR Subsidiaries have agreed to sell and Contura has agreed to purchase the Purchased Assets (as defined in the Purchase Agreement), on the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, the Purchased Assets include, without limitation, (i) the trademarks and trademark applications set forth on Exhibit A hereto (collectively, the “**Transferred Trademarks**”) and (ii) the domain names set forth on Exhibit A hereto (collectively, the “**Transferred Domain Names**”);

WHEREAS, pursuant to the Restructuring Steps contemplated by the Purchase Agreement, the ANR Subsidiaries have agreed to transfer the Transferred Trademarks and Transferred Domain Names to ANR;

WHEREAS, pursuant to the Purchase Agreement, ANR has agreed to transfer the Transferred Trademarks and Transferred Domain Names to the Contura Subsidiaries;

WHEREAS, pursuant to the Purchase Agreement, Contura has designated certain Contura Subsidiaries to receive the applicable Transferred Trademarks and applicable Transferred Domain Names, each as indicated on Exhibit A; and

WHEREAS, capitalized terms used but not defined herein have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment.

(a) The ANR Subsidiaries hereby transfer, convey, assign and deliver to ANR, and ANR hereby acquires and accepts from the ANR Subsidiaries, all of the ANR Subsidiaries’ right, title and interest in, to and under (i) the Transferred Trademarks and all goodwill associated with the Transferred Trademarks and (ii) the Transferred Domain Names, including in each case, without limitation, all rights to sue or recover and retain damages and costs of attorneys’ fees for past, present and future infringement of any of the foregoing, and, in each case, free and clear of all Encumbrances (other than Permitted Encumbrances) and Excluded Liabilities; and

(b) Effective after the transfers contemplated by the preceding subparagraph (a) and after steps 13-16 of the Restructuring Steps, ANR hereby transfers, conveys, assigns and delivers to the Contura Subsidiaries, as indicated on Exhibit A, and the Contura Subsidiaries hereby acquire and accept from ANR, all of ANR's right, title and interest in, to and under (i) the Transferred Trademarks and all goodwill associated with the Transferred Trademarks and (ii) Transferred Domain Names, including in each case, without limitation, all rights to sue or recover and retain damages and costs of attorneys' fees for past, present and future infringement of any of the foregoing, and, in each case, free and clear of all Encumbrances (other than Permitted Encumbrances) and Excluded Liabilities.

2. Recordal. The ANR Subsidiaries hereby authorize and request (a) the Commissioner of Trademarks of the United States, and any other official of any applicable Governmental Authority, to record this Assignment and to issue any and all registrations from any and all applications for registration included in the Transferred Trademarks to and in the name of ANR and (b) any and all applicable domain name registrars with which any of the Transferred Domain Names are registered to update their records to reflect ANR (or its designee) as the owner of, and technical contact for, such Transferred Domain Names (in each case under clause (a) or (b) solely for the purpose of memorializing the chain of transfers contemplated by Section 1 above, ending with the transfer of each Transferred Trademark, all goodwill associated therewith, and each Transferred Domain Name to the applicable Contura Subsidiary in accordance with Section 1(b) above). ANR hereby authorizes and requests (i) the Commissioner of Trademarks of the United States, and any other official of any applicable Governmental Authority, to record this Assignment and to issue any and all registrations from any and all applications for registration included in the Transferred Trademarks to and in the name of the applicable Contura Subsidiary, as indicated on Exhibit A, and (ii) any and all applicable domain name registrars with which any of the Transferred Domain Names are registered to update their records to reflect the applicable Contura Subsidiary, as indicated on Exhibit A (or its designee), as the owner of, and technical contact for, the applicable Transferred Domain Names. For the avoidance of doubt, following the completion of the assignments contemplated by Section 1(b) above, neither ANR nor any ANR Subsidiary shall authorize or request any recordation or issuance related to the Transferred Trademarks or the Transferred Domain Names, other than to and in the name of the applicable Contura Subsidiary, without the prior written consent of such applicable Contura Subsidiary (which may be withheld in such Contura Subsidiary's sole discretion).

3. Further Assurances. The ANR Subsidiaries shall, at their sole cost and expense, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of ANR in, to and under the Transferred Trademarks, all goodwill associated therewith, and the Transferred Domain Names (in each case as such interest is held between the completion of the assignments contemplated by Section 1(a) above and the completion of the assignments contemplated by Section 1(b) above). Following the completion of the assignments contemplated by Section 1(b) above, ANR shall, at its sole cost and expense, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of the Contura Subsidiaries in, to and under the Transferred Trademarks, all goodwill associated therewith, and the Transferred Domain Names.

4. No Third-Party Beneficiaries. No provision of this Assignment is intended to confer any rights, benefits, remedies, or Liabilities hereunder upon any Person other than the parties to this Assignment.

5. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that no party hereto may assign, delegate or otherwise transfer any of its rights or obligations under this Assignment without the consent of each other party to this Assignment, except as provided in Section 12.05 of the Purchase Agreement.

6. Counterparts. This Assignment 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. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

7. Governing Law. This Assignment, and all claims or causes of action based upon, arising out of, or related to this Assignment 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.

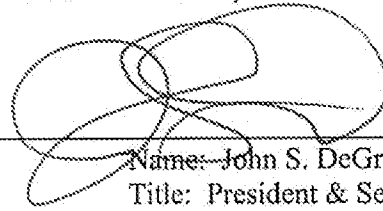
8. Relation to the Purchase Agreement. This Assignment is executed and delivered pursuant to and to effect the transactions contemplated by the Purchase Agreement. No provision in this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment on the date first written above.

**CONTURA ENERGY, INC.**

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



Name: John S. DeGroot  
Title: President & Secretary

**NICHOLAS CONTURA, LLC**

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

Name: Robert C. Gordon  
Title: Manager & President

**DICKENSON-RUSSELL CONTURA, LLC**

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

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

**PARAMONT CONTURA, LLC**

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

Name: Thomas M. Keith  
Title: Manager & President

**CONTURA COAL SALES, LLC**

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

Name: William D. Clay  
Title: Manager & President

*Signature Page – Trademark Assignment*

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**CONTURA ENERGY, INC.**

By: \_\_\_\_\_  
Name: John S. DeGroot  
Title: President & Secretary

**NICHOLAS CONTURA, LLC**

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

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By: \_\_\_\_\_  
Name: Joseph P. King, Jr.  
Title: Manager & President

**PARAMONT CONTURA, LLC**

By: \_\_\_\_\_  
Name: Thomas M. Keith  
Title: Manager & President

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By: \_\_\_\_\_  
Name: William D. Clay  
Title: Manager & President

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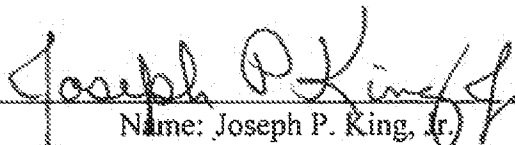
**CONTURA ENERGY, INC.**

By: \_\_\_\_\_  
Name: John S. DeGroot  
Title: President & Secretary

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By: \_\_\_\_\_  
Name: Robert C. Gordon  
Title: Manager & President

**DICKENSON-RUSSELL CONTURA, LLC**

By:  \_\_\_\_\_  
Name: Joseph P. King, Jr.  
Title: Manager & President

**PARAMONT CONTURA, LLC**

By: \_\_\_\_\_  
Name: Thomas M. Keith  
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**CONTURA COAL SALES, LLC**

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

Name: Robert C. Gordon  
Title: Manager & President

**DICKENSON-RUSSELL CONTURA, LLC**

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

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

**PARAMONT CONTURA, LLC**

By: Thomas M. Keith

Name: Thomas M. Keith  
Title: Manager & President

**CONTURA COAL SALES, LLC**

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

Name: William D. Clay  
Title: Manager & President

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**CONTURA ENERGY, INC.**

By: \_\_\_\_\_  
Name: John S. DeGroot  
Title: President & Secretary

**NICHOLAS CONTURA, LLC**

By: \_\_\_\_\_  
Name: Robert C. Gordon  
Title: Manager & President

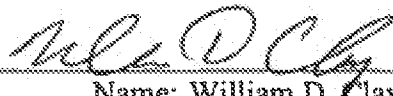
**DICKENSON-RUSSELL CONTURA, LLC**

By: \_\_\_\_\_  
Name: Joseph P. King, Jr.  
Title: Manager & President

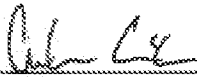
**PARAMONT CONTURA, LLC**

By: \_\_\_\_\_  
Name: Thomas M. Keith  
Title: Manager & President

**CONTURA COAL SALES, LLC**

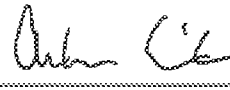
By:  \_\_\_\_\_  
Name: William D. Clay  
Title: Manager & President

**ALPHA NATURAL RESOURCES, INC.**

By: 


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

**ALEX ENERGY CO.**

By: 

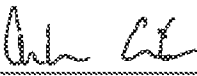
Name: Andrew Eidson  
Title: Vice President & Treasurer

**DICKENSON-RUSSELL LAND AND RESERVES,  
LLC**

By: 

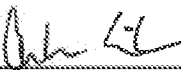
Name: Andrew Eidson  
Title: Vice President & Treasurer

**PARAMOUNT COAL COMPANY VIRGINIA, LLC**

By: 

Name: Andrew Eidson  
Title: Vice President & Treasurer

**ALPHA COAL SALES CO., LLC**

By: 

Name: Andrew Eidson  
Title: Vice President & Treasurer

*Signature Page -- Trademark Assignment*

**TRADEMARK**

**REEL: 006006 FRAME: 0487**


ALPHA NATURAL RESOURCES, LLC

By:   
Name: Andrew Eidson  
Title: President & Chief Financial Officer

*Signature Page -- Trademark Assignment*

**Exhibit A**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>State/ Country</b>	<b>Trademark Registration or Application No.</b>	<b>Owner of Record</b>	<b>Contura Subsidiary</b>
P L RESOURCES, LLC	P.A.	n/a	Pennsylvania Land Resources, LLC	Contura Pennsylvania Land, LLC
EDWIGHT MINING COMPANY	W.V.	n/a	Alex Energy Inc.	Nicholas Contura, LLC
MOSS	U.S.	630,215	Dickenson-Russell Land and Reserves, LLC	Dickenson-Russell Contura, LLC
	U.S.	1,219,643	Paramount Coal Company Virginia, LLC	Paramont Contura, LLC
RUNNING RIGHT	U.S.	3,824,028	Alpha Natural Resources, Inc.	Contura Energy, Inc.

**DOMAIN NAMES**

<b>Domain Name</b>	<b>Registrar</b>	<b>Current Registrant</b>	<b>Contura Subsidiary</b>
d-rcoal.com	Network Solutions, Inc.	Registered by Perfect Privacy, LLC on behalf of Alpha Natural Resources, LLC.	Contura Energy, LLC
paramontcoal.com	Network Solutions, Inc.	Registered by Perfect Privacy, LLC on behalf of Alpha Natural Resources, LLC.	Contura Energy, LLC
plres.com	Network Solutions, Inc.	Alpha Natural Resources, LLC	Contura Energy, LLC
rag-american.com	Network Solutions, Inc.	Registered by Perfect Privacy, LLC on behalf of Alpha Natural Resources, LLC.	Contura Energy, LLC

Exhibit A

#88673379v3

NAI-1501615206v2

**RECORDED: 03/14/2017**

**TRADEMARK  
REEL: 006006 FRAME: 0489**