

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peabody Energy Corporation		04/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Priority Collateral Trustee		
Street Address:	15950 N. Dallas Parkway		
Internal Address:	Suite 550		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75248		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4638492	ADVANCED ENERGY FOR LIFE	
Registration Number:	4212741	ENERGIZING THE WORLD ONE BTU AT A TIME	
Registration Number:	4157078	PEABODY ENERGY	
Registration Number:	4138845	COAL CAN DO THAT	
Registration Number:	4208931	PEABODY	
Registration Number:	1303393	SENECA	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049646-0375		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		

CH \$165.00 4638492

DATE SIGNED:	04/03/2017
---------------------	------------

Total Attachments: 6

- source=Peabody - Priority Lien Trademark Security Agreement [Executed]#page1.tif
- source=Peabody - Priority Lien Trademark Security Agreement [Executed]#page2.tif
- source=Peabody - Priority Lien Trademark Security Agreement [Executed]#page3.tif
- source=Peabody - Priority Lien Trademark Security Agreement [Executed]#page4.tif
- source=Peabody - Priority Lien Trademark Security Agreement [Executed]#page5.tif
- source=Peabody - Priority Lien Trademark Security Agreement [Executed]#page6.tif

PRIORITY LIEN TRADEMARK SECURITY AGREEMENT

This PRIORITY LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 3, 2017 (this "Agreement"), is made by Peabody Energy Corporation, a Delaware corporation (the "Grantor") in favor of Wilmington Trust, National Association, as Collateral Trustee under the Collateral Trust Agreement (defined below) for the Secured Parties (in such capacity, the "Priority Collateral Trustee").

WHEREAS, the Grantor has entered into that certain Credit Agreement dated as of April 3, 2017, among the Grantor, the lenders from time to time party thereto (the "Lenders") and Goldman Sachs Bank USA, as administrative agent (the "Administrative Agent") (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor, through its execution of a supplemental indenture dated as of April 3, 2017 (the "Supplemental Indenture"), by and among Peabody Securities Finance Corporation, a Delaware corporation (the "Escrow Issuer"), the Grantor, and Wilmington Trust, National Association, as trustee (in such capacity together with its successors in such capacity, the "Notes Trustee"), assumed the obligations of the Escrow Issuer and became the issuer of (i) 6.000% Senior Secured Notes due 2022 in an aggregate principal amount of \$500,000,000 and (ii) 6.375% Senior Secured Notes due 2025 in an aggregate principal amount of \$500,000,000, in each case, issued pursuant to an Indenture dated as of February 15, 2017, between the Escrow Issuer and the Notes Trustee (such Indenture, as amended by the Supplemental Indenture and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture");

WHEREAS, in order to induce the Administrative Agent to enter into the Credit Agreement, the Notes Trustee to enter into the Indenture, and the Priority Lien Representatives and the other holders of the Priority Lien Obligations to enter into any other Priority Lien Documents, the Grantor entered into a Priority Lien Pledge and Security Agreement dated as of April 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Priority Lien Pledge and Security Agreement") between the Grantor, the Priority Collateral Trustee and the other parties party thereto, pursuant to which the Grantor assigned, transferred and granted to the Priority Collateral Trustee, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, the Priority Collateral Trustee has agreed, pursuant to the terms of that certain Collateral Trust Agreement, dated as of April 3, 2017, by and among Grantor, the Priority Collateral Trustee, the Administrative Agent, the Notes Trustee and the other parties party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement") to accept the grant of a security interest under the Priority Lien Pledge and Security Agreement as security for the Priority Lien Obligations; and

WHEREAS, pursuant to the Priority Lien Pledge and Security Agreement, the Grantor agreed to execute this Agreement, in order to record the security interest granted to the Priority Collateral Trustee for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and the agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Priority Collateral Trustee, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms

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

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby assigns and transfers to the Priority Collateral Trustee, and hereby grants to the Priority Collateral Trustee, 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 Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (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 Grantor's Secured 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, (v) 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 (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement

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

SECTION 4. Governing Law

THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK 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 THE EFFECT OF PERFECTION OR PRIORITY 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.

SECTION 6. Concerning the Priority Collateral Trustee

Wilmington Trust, National Association is entering into this Agreement solely in its capacity as Priority Collateral Trustee under the Collateral Trust Agreement. The rights, privileges, protections and immunities for the benefit of the Collateral Trustee and the other provisions of the Collateral Trust Agreement relating to the Priority Collateral Trustee are hereby incorporated herein with respect to the Priority Collateral Trustee.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor 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 Grantor

By: 

Name: Walter L. Hawkins, Jr.


Title: Senior Vice President, Finance

[Signature Page to Priority Lien Trademark Security Agreement]

TRADEMARK
REEL: 006024 FRAME: 0520


Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
solely in its capacity as Priority Collateral Trustee

By: 
Name: Shawn Goffinet
Title: Assistant Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks/Trademark Applications

TITLE	Owner	REG. NO./ Reg Date
ADVANCED ENERGY FOR LIFE	Peabody Energy Corporation	4638492 November 11, 2014
ENERGIZING THE WORLD ONE BTU AT A TIME	Peabody Energy Corporation	4212741 September 25, 2012
PEABODY ENERGY 	Peabody Energy Corporation	4157078 June 12, 2012
COAL CAN DO THAT	Peabody Energy Corporation	4138845 May 8, 2012
PEABODY	Peabody Energy Corporation	4208931 September 18, 2012
SENECA	Peabody Energy Corporation	1303393 November 6, 1984