

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449482

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Warrior Met Coal, Inc.		11/02/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: MINNESOTA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4268529	WALTER COKE	
<b>Registration Number:</b>	4264857	W WALTER ENERGY	
<b>Registration Number:</b>	4264849	WALTER ENERGY	
<b>Registration Number:</b>	4264850	WALTER MINERALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128594000		
<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>	2128598000		
<b>Email:</b>	mark.konzelmann@friedfrank.com		
<b>Correspondent Name:</b>	Mark Konzelmann		
<b>Address Line 1:</b>	1 New York Plaza		
<b>Address Line 2:</b>	Floor 26		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>NAME OF SUBMITTER:</b>	Mark Konzelmann		
<b>SIGNATURE:</b>	/Mark Konzelmann/		
<b>DATE SIGNED:</b>	11/02/2017		
<b>Total Attachments: 5</b>			

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source=Fall 2017 Secured Notes\_ Trademark Security Agreement (Executed)#page5.tif

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “**Agreement**” or “**Grant**”), dated as of November 2, 2017, is entered into by Warrior Met Coal, Inc., a Delaware corporation, with principal offices at 16243 Highway 216 Brookwood, AL 35444, (the “**Grantor**”), and Wilmington Trust, National Association (the “**Grantee**”), having its offices at 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402, as Priority Lien Collateral Trustee.

WHEREAS, the Grantor is the owner of all right, title and interest in and to the United States trademarks and associated United States trademark registrations and applications for registration set forth in Schedule A attached hereto, provided that, in no event shall any security interest be granted in any “**intent-to-use**” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15. U.S.C. §1051, prior to the filing of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein) (collectively, the “**Trademarks**”);

WHEREAS, Grantee desires to acquire a security interest in the Trademarks; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Pledge and Security Agreement, dated as of November 2, 2017, made by the Grantor, the other assignors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the “**Security Agreement**”), the Grantor and Grantee agree as follows:

1. Grant of Security Interest

a. The Grantor hereby assigns to the Grantee as collateral security, and grants to the Grantee a continuing security interest in, to and under (i) the Trademarks; (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Trademarks; (iii) the goodwill of the businesses connected with the use of the Trademarks and symbolized thereby; and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

b. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Termination of Security Interest

Upon the occurrence of the termination of the Security Agreement or any other release of the security interest in the Trademarks in accordance with Section 7.12 of the Security Agreement, the Grantee shall promptly upon request execute, acknowledge, and deliver to the Grantor, and the Grantee shall authorize the Grantor to and the Grantor shall file, an instrument or instruments in writing releasing the security interest in the Trademarks acquired under this Grant.

3. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner of Trademarks of the United States to record this security interest in the Trademarks.

4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED, ENFORCED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee, the Grantor, and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Priority Lien Collateral Trustee given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

6. Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

7. Priority Lien Collateral Trustee

The Priority Lien Collateral Trustee shall be afforded the same rights, protections, immunities and indemnities afforded to it under the Indenture as if such rights, protections, immunities and indemnities were fully set forth herein.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

WARRIOR MET COAL, INC.

By: *Dale W. Boyles*  
Name: Dale W. Boyles  
Title: Chief Financial Officer

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Priority Lien Collateral  
Trustee

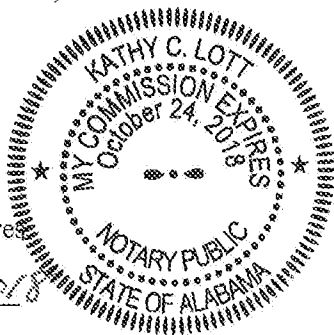
By: \_\_\_\_\_  
Name:  
Title:

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of November, 2017 by Dale W. Boyles as Chief Financial Officer of Warrior Met Coal, Inc., a Delaware corporation, on behalf of Warrior Met Coal, Inc.

[STAMP/SEAL]



My Commission Expires

10/24/2018

*Kathy C. Lott*  
Notary Public

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

WARRIOR MET COAL, INC.

By: \_\_\_\_\_  
Name: Dale W. Boyles  
Title: Chief Financial Officer

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Priority Lien Collateral  
Trustee

By: \_\_\_\_\_  
Name: Jane Schweiger  
Title: Vice President

STATE OF \_\_\_\_\_  
\_\_\_\_\_ OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by Dale W. Boyles as Chief Financial Officer of Warrior Met Coal, Inc., a Delaware corporation, on behalf of Warrior Met Coal, Inc.

[STAMP/SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**TRADEMARKS**

<b>Trademark</b>	<b>Owner</b>	<b>Application No.</b>	<b>Trademark No.</b>	<b>Jurisdiction</b>
Walter Coke	Warrior Met Coal, Inc. (f/k/a Warrior Met Coal, LLC)	77/752,925	4,268,529	USA
Walter Energy with Logo	Warrior Met Coal, Inc. (f/k/a Warrior Met Coal, LLC)	77/752,904	4,264,857	USA
Walter Energy	Warrior Met Coal, Inc. (f/k/a Warrior Met Coal, LLC)	77/727,068	4,264,849	USA
Walter Minerals	Warrior Met Coal, Inc. (f/k/a Warrior Met Coal, LLC)	77/728,468	4,264,850	USA
Walter Energy	Warrior Met Coal, Inc. (f/k/a Warrior Met Coal, LLC)		TMA913,365	Canada