

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM456591

<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>
Arch Coal, Inc.		03/07/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2462449	ACI	
<b>Registration Number:</b>	2453826	ACI	
<b>Registration Number:</b>	2468302		
<b>Registration Number:</b>	2696051	ARCH COAL	
<b>Registration Number:</b>	4641536	ARCH COAL	
<b>Registration Number:</b>	4641537	ARCHCOAL	
<b>Registration Number:</b>	4641559		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>	212-735-2811		
<b>Email:</b>	mribando@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Monique L. Ribando		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	217730/2777		
<b>NAME OF SUBMITTER:</b>	Jenna S. Cantor		
<b>SIGNATURE:</b>	/s Jenna S. Cantor /s		

CH \$190.00 2462449

<b>DATE SIGNED:</b>	01/02/2018
<b>Total Attachments: 6</b> source=Arch Coal - Trademark Security Agreement (EXECUTED)#page1.tif source=Arch Coal - Trademark Security Agreement (EXECUTED)#page2.tif source=Arch Coal - Trademark Security Agreement (EXECUTED)#page3.tif source=Arch Coal - Trademark Security Agreement (EXECUTED)#page4.tif source=Arch Coal - Trademark Security Agreement (EXECUTED)#page5.tif source=Arch Coal - Trademark Security Agreement (EXECUTED)#page6.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of March 7, 2017, is entered into by and between ARCH COAL, INC. (the “**Debtor**”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (the “**Collateral Agent**”) for the benefit of the Secured Parties.

**W I T N E S S E T H:**

WHEREAS, the Debtor and Collateral Agent, amongst others, are parties to a Security Agreement, dated as of March 7, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Debtor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the due and punctual payment and performance in full of the Obligations, the Debtor hereby grants to and creates in favor of the Collateral Agent, for the benefit of itself and the other Secured Parties, a continuing Lien on and security interest in and to all of the Debtor’s right, title and interest in, to and under the following, in each case, whether now existing or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, Internet domain names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordations thereof, and all applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I to this Trademark Security Agreement (as such Schedule may be amended or supplemented from time to time);

(b) all goodwill associated therewith or symbolized thereby;

(c) rights and privileges arising under applicable law with respect to the foregoing;

(d) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof;

- (e) rights to sue for past, present or future infringements thereof; and
- (f) all Proceeds of any of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination or Release.

(a) This Trademark Security Agreement shall terminate upon the termination of the Security Agreement in accordance with its terms.

(b) The Debtor shall be released from its obligations hereunder and the security interests created hereunder in the Trademark Collateral of the Debtor shall be released as and to the extent set forth in Section 11.15 of the Credit Agreement, including as a result of any transaction permitted under the Credit Agreement pursuant to which the Debtor ceases to be a Significant Subsidiary of the Borrower.

(c) In connection with any termination or release pursuant to Section 4(a) or (b), the Collateral Agent shall promptly execute, acknowledge and deliver to the Debtor, an instrument in writing, provided and reasonably acceptable to it, in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement and shall perform such other actions reasonably requested by the Debtor to effect such release, at the Debtor's sole cost and expense.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. The Debtor acknowledges and agrees that a telecopy or e-mail or other customary means of electronic transmission (including by PDF file) to the Collateral Agent of the signature pages hereof purporting to be signed on behalf of the Debtor shall constitute effective and binding execution and delivery hereof by the Debtor.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the Lien granted to the Collateral Agent under this Trademark Security Agreement and the exercise of rights and remedies of the Collateral Agent hereunder and under any other Loan Document are subject to the provisions of any Applicable Intercreditor Agreement that has been entered into by the Collateral Agent in accordance with the Credit Agreement. In the event of any conflict between the terms of any such Applicable Intercreditor Agreement and the terms of this Trademark Security Agreement or any other Loan Document with respect to the priority of any Liens granted to the Collateral Agent or the exercise of any rights and remedies of the Collateral Agent, the terms of such Applicable Intercreditor Agreement shall govern and control.

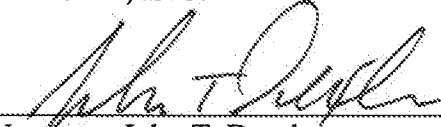
SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER THE LAW OF THE STATE OF NEW YORK AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW, EXCEPT TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS OR THE REMEDIES HEREUNDER IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Trademark Security Agreement as of the day and year first written above.

**DEBTOR:**

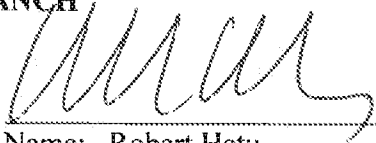
**ARCH COAL, INC.**

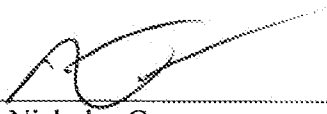
By:   
Name: John T. Drexler  
Title: Senior Vice President &  
Chief Financial Officer

[Signatures continue on following page.]

**COLLATERAL AGENT:**

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH**




By:   
Name: Robert Hetu  
Title: Authorized Signatory

By:   
Name: Nicholas Goss  
Title: Authorized Signatory

**SCHEDULE I**

**TO**

**TRADEMARK SECURITY AGREEMENT**

<b>REGISTERED AND UNREGISTERED TRADEMARKS</b>				
<b>TRADEMARKS</b>	<b>DATE REGISTERED</b>	<b>REGISTRATION NO.</b>	<b>FILING DATE</b>	<b>OWNER</b>
ACI	6/19/2001	2,462,449	4/7/1999	Arch Coal, Inc.
ACI Symbol	5/22/2001	2,453,826	4/7/1999	Arch Coal, Inc.
Arch Logo	7/10/2001	2,468,302	4/7/1999	Arch Coal, Inc.
arch coal	3/11/2003	2,696,051	4/7/1999	Arch Coal, Inc.
 ArchCoal	11/18/2014	4,641,536	12/7/2011	Arch Coal, Inc.
 ArchCoal	11/18/2014	4,641,537	12/7/2011	Arch Coal, Inc.
	11/18/2014	4,641,559	2/6/2012	Arch Coal, Inc.