

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475596

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|---|--|-----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MORGAN STANLEY SENIOR FUNDING, INC. | | 05/25/2018 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | CLOUD PEAK ENERGY RESOURCES LLC | | |
| Street Address: | 385 Interlocken Crescent, Suite 400 | | |
| City: | Broomfield | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80021 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2875225 | ENERGY TO POWER THE COUNTRY | |
| Serial Number: | 77774601 | | |
| Serial Number: | 77774595 | CLOUD PEAK ENERGY | |
| Serial Number: | 77774381 | CLOUD PEAK ENERGY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004043970 | | |
| <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: | 7132203328 | | |
| Email: | DOCKETING@BRACEWELL.COM | | |
| Correspondent Name: | Eleanor "Lucy" Tyson, Esq./ Bracewell LL | | |
| Address Line 1: | P.O. Box 61389 | | |
| Address Line 4: | HOUSTON, TEXAS 77002 | | |
| ATTORNEY DOCKET NUMBER: | 0017316.000001 | | |
| NAME OF SUBMITTER: | Eleanor "Lucy" Tyson | | |
| SIGNATURE: | /Lucy Tyson - event/ | | |
| DATE SIGNED: | 05/25/2018 | | |
| Total Attachments: 4 | | | |
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF TRADEMARK SECURITY INTEREST (“Release”) is made and effective as of May 25, 2018 and granted by Morgan Stanley Senior Funding, Inc. (“MSSF”), a national banking association, as administrative agent (in such capacity, the “Administrative Agent”) under the Credit Agreement referred to below (the “Lenders”), in favor of Cloud Peak Energy Resources LLC, a Delaware limited liability company, (the “Borrower”), certain Affiliates of the Borrowers party hereto from time to time (collectively with the Borrower, the “Grantors” and individually, a “Grantor”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Guarantee and Security Agreement dated as of November 25, 2009 (the “Credit Agreement”) among the Borrower, the Administrative Agent and the lenders party thereto, the Grantors executed and delivered to the Administrative Agent that certain Trademark Security Agreement by and among the Grantors and the Administrative Agent dated as of November 25, 2009 (the “Trademark Security Agreement” and, together with the Credit Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Lenders a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 4105, Frame 0835 on December 1, 2009;

WHEREAS, Administrative Agent desires to release its security interest in and lien on the Trademark Collateral (as defined below), including but not limited to, trademarks and trademark applications set forth on Schedule I hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Administrative Agent hereby states as follows:

1. Definition. The term “Trademark Collateral”, as used herein, shall mean all of each Grantor’s right, title and interest in and to (collectively, the “Trademark Collateral”):

(i) (A) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including those trademarks referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (B) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademarks” and each, a “Trademark”),

(ii) all Trademark licenses for the grant by or to any Grantor of any right to use any Trademark,

(iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (i), and to the extent applicable clause (ii),

(iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (i) and, to the extent applicable, clause (ii), and

(v) all Proceeds of, and rights associated with, the foregoing, (including licenses, royalties, income, payments, claims, damages and proceeds of infringement suits), the right to sue third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

2. Release of Security Interest. Administrative Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interest in and lien on the Trademark Collateral hereto and reassigns to each Grantor all right, title and interest it may have in, to and under the Trademark Collateral.

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Executed to be effective as of the 25 day of May, 2018.

MORGAN STANLEY SENIOR FUNDING, INC,
as Administrative Agent

By: [Signature]

Name: Lisa Hanson

Title: Vice President

State of NEW YORK §

County of NEW YORK §

This instrument was acknowledged before me on this 25 day of May, 2018,
by LISA HANSON as VP of Morgan Stanley Senior Funding,
Inc., on behalf of said entity.

[Signature]

Notary Public in and for

The State of New York

Name: Barbara J Burns

My Commission Expires: 5-11-19

BARBARA J. BURNS
Notary Public, State of New York
Registration #018U6324547
Qualified In Kings County
Commission Expires May 11, 2019

Schedule I

U.S. Trademark Registrations

| Trademark | Application/Registration Number | Registration Date |
|-----------------------------|---------------------------------|-------------------|
| ENERGY TO POWER THE COUNTRY | 2,875,225 | 08/17/2004 |
| [Mountain Logo] | 77774601 | 07/06/2009 |
| CLOUD PEAK ENERGY | 77774595 | 07/06/2009 |
| CLOUD PEAK ENERGY | 77774381 | 07/05/2009 |

Schedules to
Release of Security Interest in Trademarks