

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476414

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cloud Peak Energy Resources LLC		05/24/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	300 Fifth Avenue		
<b>Internal Address:</b>	The Tower at PNC Plaza		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3930706	CLOUD PEAK ENERGY	
<b>Registration Number:</b>	3924959	CLOUD PEAK ENERGY	
<b>Registration Number:</b>	3924958		
<b>Registration Number:</b>	2875225	ENERGY TO POWER THE COUNTRY	
<b>Registration Number:</b>	4580969	PROVIDE FOR TODAY, PROTECT FOR TOMORROW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125621041		
<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>	412-562-1622		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Duane A. Stewart III		
<b>Address Line 1:</b>	301 Grant Street		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	0011046-302502		
<b>NAME OF SUBMITTER:</b>	Duane A. Stewart III		
<b>SIGNATURE:</b>	/Duane A. Stewart III/		

CH \$140.00 3930706

<b>DATE SIGNED:</b>	06/01/2018
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**Total Attachments: 4**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

### RECITALS:

WHEREAS, CLOUD PEAK ENERGY RESOURCES LLC, a Delaware limited liability company, (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Grantor, as borrower (the “**Borrower**”) has previously entered into that certain Credit Agreement dated as of February 21, 2014 (as heretofore amended, restated, supplemented or modified, the “**Existing Credit Agreement**”) among the Borrower, the lenders party thereto, the Administrative Agent and the issuing banks party thereto;

WHEREAS, in order to grant to the Grantee (as defined below) a security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, the Grantor previously executed that certain Trademark Security Agreement dated as of February 21, 2014 (as heretofore amended, restated, supplemented or modified, the “**Existing Trademark Security Agreement**”);

WHEREAS, the Borrower, the Lenders party thereto, the Issuing Banks party thereto and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent and Swingline Lender, have agreed to amend and restate the Existing Credit Agreement pursuant to that certain Amended and Restated Credit Agreement dated as of May 24, 2018 (be amended, restated, extended, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) the Amended and Restated Guarantee and Security Agreement dated as of May 24, 2018 (be amended, restated, extended, supplemented, or otherwise modified from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and PNC Bank, National Association, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Amended and Restated Trademark Security Agreement (as it may be amended, restated, supplemented or modified from time to time, this “**Trademark Security Agreement**”)), the Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Grantor and Administrative Agent wish to amend and restate the Existing Trademark Security Agreement to continue to grant a security interest in the Trademark Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

1. each Trademark (as defined in the Security Agreement) owned by the Grantor that is Recordable Intellectual Property (as defined in the Security Agreement), including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
2. each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each exclusive Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
3. all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any exclusive Trademark

1. License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 24th day of May, 2018.

CLOUD PEAK ENERGY RESOURCES LLC

By: Heath Hill  
Name: Heath Hill  
Title: Executive Vice President and Chief Financial Officer

Acknowledged:

PNC BANK, NATIONAL ASSOCIATION,  
INC., as Administrative Agent

By: \_\_\_\_\_  
Name: Mahir J. Desai  
Title: Vice President

1. License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 24th day of May, 2018.

CLOUD PEAK ENERGY RESOURCES LLC


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

Name: Heath Hill

Title: Executive Vice President and Chief Financial Officer

Acknowledged:

PNC BANK, NATIONAL ASSOCIATION,  
INC., as Administrative Agent





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

Name: Mahir J. Desai

Title: Vice President

**U.S. TRADEMARK REGISTRATIONS**

Serial Number	Registration Number	Registered Owner	Trademark	Renewal Deadline
85006983	3930706	Cloud Peak Energy Resources LLC, a Delaware limited liability company.		03/15/2021
85006999	3924959	Cloud Peak Energy Resources LLC, a Delaware limited liability company.	CLOUD PEAK ENERGY	03/01/2021
85006998	3924958	Cloud Peak Energy Resources LLC, a Delaware limited liability company.		03/01/2021
76252211	2875225	Cloud Peak Energy Resources LLC, a Delaware limited liability company.	ENERGY TO POWER THE COUNTRY	08/17/2024
85803010	4580969	Cloud Peak Energy Resources LLC, a Delaware limited liability company.	PROVIDE FOR TODAY, PROTECT FOR TOMORROW	08/05/2020
87301243		Cloud Peak Energy Resources LLC, a Delaware limited liability company.	BIG METAL COAL	n/a

**U.S. TRADEMARK APPLICATIONS**

Serial Number	Registration Number	Registered Owner	Trademark	Renewal Deadline
87301243		Cloud Peak Energy Resources LLC, a Delaware limited liability company.	BIG METAL COAL	n/a

**EXCLUSIVE TRADEMARK LICENSES**

None.