

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497652

|   |   |                       |  |
|---|---|-----------------------|--|
| <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>                     |
| PARAMONT CONTURA, LLC   |   | 11/09/2018            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |  |
| <b>Name:</b>  | JEFFERIES FINANCE LLC, AS COLLATERAL AGENT        |                       |  |
| <b>Street Address:</b>  | 520 MADISON AVENUE                                |                       |  |
| <b>City:</b>  | NEW YORK  |                       |  |
| <b>State/Country:</b>   | NEW YORK  |                       |  |
| <b>Postal Code:</b>   | 10022   |                       |  |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE               |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                     | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 1219643   | P                     |  |
| <b>CORRESPONDENCE DATA</b>  |   |                       |  |
| <b>Fax Number:</b>  | 714758290   |                       |  |
| <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>Email:</b>   | IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM            |                       |  |
| <b>Correspondent Name:</b>  | LATHAM & WATKINS LLP                              |                       |  |
| <b>Address Line 1:</b>  | 650 TOWN CENTER DRIVE, 20TH FLOOR                 |                       |  |
| <b>Address Line 4:</b>  | COSTA MESA, CALIFORNIA 92626                      |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 038507-0744                                       |                       |  |
| <b>NAME OF SUBMITTER:</b>   | KRISTIN J AZCONA                                  |                       |  |
| <b>SIGNATURE:</b>   | /kja/   |                       |  |
| <b>DATE SIGNED:</b>   | 11/09/2018  |                       |  |
| <b>Total Attachments: 6</b>   |   |                       |  |
| source=Contura - Trademark Security Agreement (final executed)#page1.tif  |   |                       |  |
| source=Contura - Trademark Security Agreement (final executed)#page2.tif  |   |                       |  |
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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of November 9, 2018 (this "Agreement"), is made by Contura Energy, Inc., a Delaware limited liability company, Alpha Natural Resources, LLC, a Delaware limited liability company, and Paramount Contura, LLC, a Delaware limited liability company (each a "Grantor", and collectively the "Grantors"), in favor of Jefferies Finance LLC, as Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent").

WHEREAS, Contura Energy, Inc. (the "Borrower") has entered into that certain Amended and Restated Credit Agreement dated as of November 9, 2018, among the Borrower, each other Person who joins in the execution of the Credit Agreement and agrees to be bound as a borrower, the lenders from time to time party thereto (the "Lenders") and Jefferies Finance LLC, 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, in order to induce the Administrative Agent to enter into the Credit Agreement, the Grantor entered into an Amended and Restated Pledge and Security Agreement dated as of November 9, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") among the Borrower, each other grantor party thereto, the Collateral Agent and the other parties party thereto, pursuant to which the Grantor assigned, transferred and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute this Agreement, in order to record the security interest granted to the Collateral Agent 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 Collateral Agent, 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 Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, 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 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 extensions 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 Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Pledge and Security Agreement, the provisions of the 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.

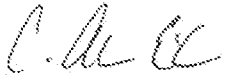
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**CONTURA ENERGY, INC.,**  
as Grantor

By:   
Name: C. Andrew Eidson  
Title: Executive Vice President, Chief Financial Officer and Treasurer

**ALPHA NATURAL RESOURCES, LLC,**  
as Grantor

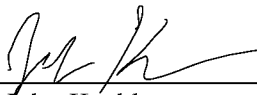
By:   
Name: C. Andrew Eidson  
Title: Treasurer

**PARAMONT CONTURA, LLC,**  
as Grantor

By:   
Name: C. Andrew Eidson  
Title: Treasurer



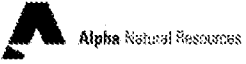



Accepted and Agreed:


**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By:   
Name: John Koehler  
Title: Senior Vice President

**SCHEDULE A**  
to  
**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**U.S. Trademarks/Trademark Applications**

| <b><u>TRADEMARK</u></b><br><b><u>REG. #</u></b> | <b><u>TRADEMARK</u></b>  | <b><u>OWNER</u></b>   |
|---|--|---|
| 5449112   | CONTURA ENERGY   | Contura Energy, Inc.  |
| 5449111   |       | Contura Energy, Inc.  |
| 5361547   | SHAPING A POWERFUL TOMORROW  | Contura Energy, Inc.  |
| 1219643   | P<br> | Paramont Contura, LLC   |
| 3824028   | RUNNING RIGHT  | Contura Energy, Inc.  |
| 3,824,028                                       | RUNNING RIGHT  | Registration owned by Contura Energy, Inc. – ANR, Inc. owns a license to use this mark. |
| 3,876,008                                       | ALPHA COAL SALES CO., LLC  | Alpha Natural Resources, LLC  |
| 3,253,376                                       |     | Alpha Natural Resources, LLC  |
| 3,224,761                                       |     | Alpha Natural Resources, LLC  |
| 3,121,125                                       | ALPHA NATURAL RESOURCES  | Alpha Natural Resources, LLC  |
| 3,112,318                                       | ALPHA NATURAL RESOURCES  | Alpha Natural Resources, LLC  |
| 2,607,159                                       |     | Alpha Natural Resources, LLC  |
| 2,607,161                                       |     | Alpha Natural Resources, LLC  |
| 2,614,626                                       | MASSEY ENERGY  | Alpha Natural Resources, LLC  |
| 4,005,143                                       | WE POWER THE WORLD THROUGH THE ENERGY OF OUR PEOPLE                                    | Alpha Natural Resources, LLC  |
| 4,263,586                                       | ALPHA NATURAL RESOURCES  | Alpha Natural Resources, LLC  |

|           |  |                                 |
|-----------|--|---------------------------------|
| 4,275,050 | <br>ARMED FORCES TO ALPHA | Alpha Natural Resources,<br>LLC |
| 4,347,446 | WE FUEL PROGRESS AROUND THE WORLD  | Alpha Natural Resources,<br>LLC |
| 4,461,563 | WE FUEL PROGRESS AROUND THE WORLD  | Alpha Natural Resources,<br>LLC |