

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALPHA NATURAL RESOURCES, LLC		11/09/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3876008	ALPHA COAL SALES CO., LLC	
Registration Number:	3253376	A ALPHA NATURAL RESOURCES	
Registration Number:	3224761	A ALPHA NATURAL RESOURCES	
Registration Number:	3121125	ALPHA NATURAL RESOURCES	
Registration Number:	3112318	ALPHA NATURAL RESOURCES	
Registration Number:	2607159	M	
Registration Number:	2607161	M MASSEY ENERGY	
Registration Number:	2614626	MASSEY ENERGY	
Registration Number:	4005143	WE POWER THE WORLD THROUGH THE ENERGY OF	
Registration Number:	4263586	ALPHA NATURAL RESOURCES	
Registration Number:	4275050	ARMED FORCES TO ALPHA	
Registration Number:	4347446	WE FUEL PROGRESS AROUND THE WORLD	
Registration Number:	4461563	WE FUEL PROGRESS AROUND THE WORLD	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
TRADEMARK			

OP \$340.00 3876008

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038507-0744

NAME OF SUBMITTER: KRISTIN J AZCONA

SIGNATURE: /KJA/

DATE SIGNED: 11/09/2018

Total Attachments: 6

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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.

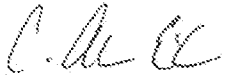
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


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

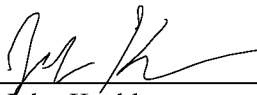
By: 
Name: C. Andrew Eidson
Title: Treasurer

PARAMONT CONTURA, LLC,
as Grantor

By: 
Name: C. Andrew Eidson
Title: Treasurer



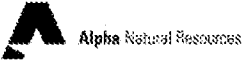



Accepted and Agreed:


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

<u>TRADEMARK</u> <u>REG. #</u>	<u>TRADEMARK</u>	<u>OWNER</u>
5449112	CONTURA ENERGY	Contura Energy, Inc.
5449111		Contura Energy, Inc.
5361547	SHAPING A POWERFUL TOMORROW	Contura Energy, Inc.
1219643	P 	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	 ARMED FORCES TO ALPHA	Alpha Natural Resources, LLC
4,347,446	WE FUEL PROGRESS AROUND THE WORLD	Alpha Natural Resources, LLC
4,461,563	WE FUEL PROGRESS AROUND THE WORLD	Alpha Natural Resources, LLC