

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Andalex Resources, Inc.		10/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS Americas LLC		
Street Address:	3 Second Street, Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2167285	ANDALEX	
Registration Number:	2167284		
Registration Number:	2734953	WEST RIDGE	
Registration Number:	2871414		
Registration Number:	2169296	GENWAL	
Registration Number:	2171071		
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6448		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	2214042-122		
NAME OF SUBMITTER:	Michael J. Bevilacqua		
SIGNATURE:	/michael j. bevilacqua/		
DATE SIGNED:	10/31/2019		

OP \$165.00 2167285

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 31, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of **GLAS AMERICAS LLC**, a limited liability company organized and existing under the laws of the State of New York, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to that certain Pledge and Security Agreement dated as of October 31, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto (each of which, as of the date thereof, was a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code) and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

All of its United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any intent-to-use United States Trademark applications for which an

amendment to allege use or statement of use has not been filed under federal law or, if filed, has not been deemed in conformance with federal law.

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 Grantors hereby acknowledge and affirm 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. 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 THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).


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.

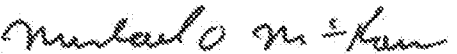
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN ENERGY CORPORATION

By: 
Name: Michael O. McKown
Title: Secretary

ANDALEX RESOURCES, INC.

By: 
Name: Michael O. McKown
Title: Secretary

CONSOLIDATION COAL COMPANY

By: _____
Name: Robert D. Moore
Title: Vice President

MURRAY ENERGY CORPORATION

By: _____
Name: Robert D. Moore
Title: President and
Chief Executive Officer

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.

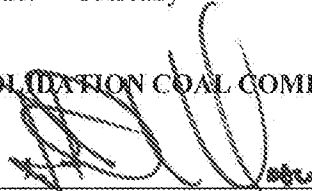
AMERICAN ENERGY CORPORATION

By: _____
Name: Michael O. McKown
Title: Secretary

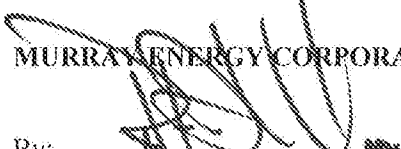
ANDALEX RESOURCES, INC.

By: _____
Name: Michael O. McKown
Title: Secretary

CONSOLIDATION COAL COMPANY

By:  _____
Name: Robert D. Moore
Title: Vice President

MURRAY ENERGY CORPORATION

By:  _____
Name: Robert D. Moore
Title: President and
Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GLAS AMERICAS LLC,
as Collateral Agent

By: 
Authorized Signatory Yana Kislenco
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006799 FRAME: 0930

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Status	Reg. No./ Application No.	Reg. Date/ Filing Date	Owner
(DESIGN ONLY)	US Fed	Registered	2376624	August 15, 2000	American Energy Corporation
ANDALEX	US Fed	Registered	2167285	June 23, 1998	Andalex Resources, Inc.
(DESIGN ONLY)	US Fed	Registered	2167284	June 23, 1998	Andalex Resources, Inc.
WEST RIDGE	US Fed	Registered	2734953	July 8, 2003	Andalex Resources, Inc.
DESIGN ONLY	US Fed	Registered	2871414	August 10, 2004	Andalex Resources, Inc.
GENWAL	US Fed	Registered	2169296	June 30, 1998	Andalex Resources, Inc.
(DESIGN ONLY)	US Fed	Registered	2171071	July 7, 1998	Andalex Resources, Inc.
CONSOL	US Fed	Registered	0692611	February 9, 1960	Consolidation Coal Company
MURRAY ENERGY CORPORATION	US Fed	Registered	3795660	June 1, 2010	Murray Energy Corporation
MURRAY AMERICAN ENERGY, INC.	US Fed	Registered	5041500	September 13, 2016	Murray Energy Corporation