

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554244

|   |   |   |                                |
|---|---|---|--------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |   |                                |
| <b>NATURE OF CONVEYANCE:</b>  | Assignment of Security Interest                                     |   |                                |
| <b>CONVEYING PARTY DATA</b>   |   |   |                                |
| <b>Name</b>   | <b>Formerly</b>   | <b>Execution Date</b>                   | <b>Entity Type</b>             |
| Wilmington Trust, National Association, as predecessor collateral agent   |   | 12/17/2019                              | National Association: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |   |                                |
| <b>Name:</b>  | Wilmington Savings Fund Society, FSB, as successor collateral agent |   |                                |
| <b>Street Address:</b>  | 500 Delaware Avenue   |   |                                |
| <b>City:</b>  | Wilmington  |   |                                |
| <b>State/Country:</b>   | DELAWARE  |   |                                |
| <b>Postal Code:</b>   | 19801   |   |                                |
| <b>Entity Type:</b>   | Bank: DELAWARE  |   |                                |
| <b>PROPERTY NUMBERS Total: 6</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>Serial Number:</b>   | 85955989  | BIG METAL COAL                          |                                |
| <b>CORRESPONDENCE DATA</b>  |   |   |                                |
| <b>Fax Number:</b>  | 8004947512  |   |                                |
| <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>   | 202-370-4756  |   |                                |
| <b>Email:</b>   | ipteam@cogencyglobal.com  |   |                                |
| <b>Correspondent Name:</b>  | Jay daSilva   |   |                                |
| <b>Address Line 1:</b>  | 1025 Vermont Ave NW, Suite 1130                                     |   |                                |
| <b>Address Line 2:</b>  | COGENCY GLOBAL INC.   |   |                                |
| <b>Address Line 4:</b>  | Washington, D.C. 20005  |   |                                |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 1167082 TM  |   |                                |
| <b>NAME OF SUBMITTER:</b>   | Karen Cottrell  |   |                                |

OP \$165.00 3930706

|  |                  |
|--|------------------|
| <b>SIGNATURE:</b>  | /Karen Cottrell/ |
| <b>DATE SIGNED:</b>  | 12/20/2019       |
| <b>Total Attachments: 12</b><br>source=#92758199v1 - (CLD - Assignment of Trademark Security Agreement (Executed))#page2.tif<br>source=#92758199v1 - (CLD - Assignment of Trademark Security Agreement (Executed))#page3.tif<br>source=#92758199v1 - (CLD - Assignment of Trademark Security Agreement (Executed))#page4.tif<br>source=#92758199v1 - (CLD - Assignment of Trademark Security Agreement (Executed))#page5.tif<br>source=#92758199v1 - (CLD - Assignment of Trademark Security Agreement (Executed))#page6.tif<br>source=#92758199v1 - (CLD - Assignment of Trademark Security Agreement (Executed))#page7.tif<br>source=#92758199v1 - (CLD - Assignment of Trademark Security Agreement (Executed))#page8.tif<br>source=#92758199v1 - (CLD - Assignment of Trademark Security Agreement (Executed))#page9.tif<br>source=#92758199v1 - (CLD - Assignment of Trademark Security Agreement (Executed))#page10.tif<br>source=#92758199v1 - (CLD - Assignment of Trademark Security Agreement (Executed))#page11.tif<br>source=#92758199v1 - (CLD - Assignment of Trademark Security Agreement (Executed))#page12.tif<br>source=#92758199v1 - (CLD - Assignment of Trademark Security Agreement (Executed))#page13.tif |                  |

**ASSIGNMENT OF SECURITY INTEREST  
IN TRADEMARKS**

**THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS** ( this "Assignment") is made and entered into and effective as of December 17, 2019 (the "Effective Date"), by and between Wilmington Savings Fund Society, FSB, as successor collateral agent ("Assignee"), and Wilmington Trust, National Association, as predecessor collateral agent ("Assignor").

**WITNESSETH**

**WHEREAS**, Assignor is a party to a certain Trademark Security Agreement, dated as of October 17, 2016 (the "Trademark Security Agreement"), by and among Cloud Peak Energy Resources LLC (the "Grantor") and the Assignor, as Collateral Agent, a copy of which is attached hereto as Exhibit I and recorded in the United States Patent and Trademark Office at Reel/Frame No. 005937/0082, pursuant to which Assignor has a continuing security interest in and lien on all or substantially all of the Grantor's Trademarks including, without limitation, the registrations and applications thereof listed on Schedule A attached hereto;

**WHEREAS**, on May 10, 2019, the Grantor and certain of its affiliates (collectively, the "Debtors") filed petitions for reorganization under Chapter 11 of Title 11 of the United States Code as Case No. 19-11047 (KG) with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

**WHEREAS**, on December 5, 2019, after notice and a hearing, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Debtors' Disclosure Statement*, and (II) *Confirming the Debtors' Revised First Amended Joint Chapter 11 Plan of Cloud Peak Energy Inc. and certain of its Debtor Affiliates* [Docket No. 868] (respectively, the "Confirmation Order" and the "Plan");

**WHEREAS**, reference is made to the Amended and Restated Security Agreement dated as of December 17, 2019 (the "Security Agreement"; capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement) by and among the Grantor, Cloud Peak Energy Finance Corp. (the "Co-issuer" and, together with the Grantor, the "Issuers"), Cloud Peak Energy Inc., the Subsidiary Guarantors (as defined therein) and the Assignee, solely in its capacity as Collateral Agent under the Indenture;

**WHEREAS**, on or about the Effective Date, pursuant to the Confirmation Order, Assignee was appointed as successor Collateral Agent to succeed the Assignor in such capacity under the Trademark Security Agreement (the "Assignment Transaction"); and

**WHEREAS**, by way of this Assignment document, Assignee wishes to confirm the details of the Assignment Transaction and its assignment of rights under the Trademark Security Agreement from Assignor, and Assignee wishes to obtain from Assignor, all rights in the Trademark Security Agreement, including the secured rights in the Trademarks including, without limitation, the registrations and applications thereof listed on Schedule A attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and sets over, without representations or warranties of any type whatsoever, and without recourse, to Assignee for the benefit of the Secured Parties, Assignor's entire right, title and interest in and to the Trademark Security Agreement and to the secured rights in and to the Trademarks including, without limitation, the registrations and applications thereof listed on Schedule A attached hereto and to all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter.

Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as owner of the Security Agreement and the secured rights in and to the Trademarks including, without limitation, the registrations and applications thereof listed on Schedule A attached hereto and to recognize the same.

This Assignment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Assignment.

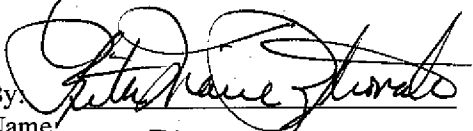
**THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

[Signature Pages to Follow]

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective and as if signed on the Effective Date.

ASSIGNOR:

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as Predecessor Collateral Agent**

By:   
Name: \_\_\_\_\_  
Title: Rita Marie Ritrovato  
Vice President


ASSIGNEE:

**WILMINGTON SAVINGS FUND SOCIETY, FSB,  
as Successor Collateral Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

**WILMINGTON SAVINGS FUND  
SOCIETY, FSB,  
as Successor Collateral Agent**

By:   
Name: Geoffrey J. Lewis  
Title: Vice President

[Signature Page to Assignment of Trademark Security Agreement]

**TRADEMARK  
REEL: 006822 FRAME: 0592**

Acknowledged and Agreed:

GRANTOR:

**CLOUD PEAK ENERGY RESOURCES LLC**

By: Heath Hill

Name: Heath Hill

Title: Chief Financial Officer

[Signature Page to Assignment of Trademark Security Agreement]



**TRADEMARK**  
**REEL: 006822 FRAME: 0593**

**SCHEDULE A**

**CLOUD PEAK ENERGY RESOURCES LLC**

**TRADEMARK REGISTRATIONS**

**U.S. TRADEMARK REGISTRATIONS**

| Trademark  | Registration Number | Registration Date |
|--|---------------------|-------------------|
|  <b>CLOUD PEAK<br/>ENERGY</b> | 3930706             | March 15, 2011    |
| <b>CLOUD PEAK ENERGY</b>   | 3924959             | March 1, 2011     |
|                               | 3924958             | March 1, 2011     |
| <b>ENERGY TO POWER THE<br/>COUNTRY</b>   | 2875225             | August 17, 2004   |
| <b>PROVIDE FOR TODAY,<br/>PROTECT FOR<br/>TOMORROW</b>   | 4580969             | August 5, 2014    |

**U.S. TRADEMARK APPLICATIONS**

| Trademark             | Registration Number | Registration Date |
|-----------------------|---------------------|-------------------|
| <b>BIG METAL COAL</b> | June 10, 2013       | 85955989          |

**EXCLUSIVE TRADEMARK LICENSES**

| Name of Agreement | Parties Licensor/Licensee | Date of Agreement | Subject Matter |
|-------------------|---------------------------|-------------------|----------------|
|-------------------|---------------------------|-------------------|----------------|

None.



**EXHIBIT I**

See attached.

**TRADEMARK SECURITY AGREEMENT**

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, CLOUD PEAK ENERGY RESOURCES LLC and CLOUD PEAK ENERGY FINANCE CORP. (together, the “**Issuers**”) issued \$290,366,000 aggregate principal amount of 12% Second Lien Senior Secured Notes due 2021 pursuant to an indenture dated as of October 17, 2016 (the “**Indenture**”) among the Issuers, CLOUD PEAK ENERGY INC. (the “**Parent Guarantor**”), the Subsidiary Guarantors party thereto, and Wilmington Trust, National Association, as Trustee and the Collateral Agent.

WHEREAS, pursuant to (i) the Security Agreement dated as of October 17, 2016 (as may be amended and/or supplemented from time to time, the “**Security Agreement**”) among the Issuers, the Parent Guarantor, the Subsidiary Guarantors party thereto and Wilmington Trust, National Association, as the Collateral 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 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);

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:

i. 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;

ii. 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

iii. 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

Trademark Security Agreement

limitation, any exclusive Trademark 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.

The Collateral Agent is a party to this Trademark Security Agreement solely in its capacity as Collateral Agent pursuant to the Indenture and not in its individual capacity. The Collateral Agent shall have all of the rights, privileges and immunities afforded to it as Collateral Agent under the Indenture and the other Note Documents as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the 17th day of October, 2016.

CLOUD PEAK ENERGY RESOURCES LLC

By:                     *Heath Hill*                    

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

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent

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

Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the 17th day of October, 2016.

CLOUD PEAK ENERGY RESOURCES LLC

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

Name: Heath Hill


Title: Executive Vice President and  
Chief Financial Officer

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent

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

Name:

Title:



  
W. Thomas Morris, II  
Vice President

**Schedule I to Trademark  
Security Agreement**

**CLOUD PEAK ENERGY RESOURCES LLC**

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| Name of Agreement | Parties Licensor/Licensee | Date of Agreement | Subject Matter |
|-------------------|---------------------------|-------------------|----------------|
| None.             |                           |                   |                |