

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM580160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arch Resources, Inc.	FORMERLY Arch Coal, Inc.	06/04/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank, as Agent		
Street Address:	1180 West Peachtree Street		
Internal Address:	Suite 1000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Chartered Bank: ALABAMA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2462449	ACI	
Registration Number:	2453826	ACI	
Registration Number:	2468302		
Registration Number:	2696051	ARCH COAL	
Registration Number:	4641536	ARCH COAL	
Registration Number:	4641537	ARCHCOAL	
Registration Number:	4641559		
Serial Number:	88781028	ARCH RESOURCES	
Serial Number:	88781019	ARCH RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	404-523-5300		
Email:	sls@phrd.com		
Correspondent Name:	Steve Schaaf		
Address Line 1:	303 Peachtree Street, Suite 3600		
Address Line 2:	Parker, Hudson, Rainer & Dobbs LLP		
Address Line 4:	Atlanta, GEORGIA 30308		

CH \$240.00 2462449

ATTORNEY DOCKET NUMBER:	3717.355
NAME OF SUBMITTER:	C. Keith Taylor
SIGNATURE:	/CKT/
DATE SIGNED:	06/08/2020
Total Attachments: 5 source=First Amendment to Trademark Security Agreement (Arch)#page1.tif source=First Amendment to Trademark Security Agreement (Arch)#page2.tif source=First Amendment to Trademark Security Agreement (Arch)#page3.tif source=First Amendment to Trademark Security Agreement (Arch)#page4.tif source=First Amendment to Trademark Security Agreement (Arch)#page5.tif	

**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "**Amendment**"), dated as of June 4, 2020, is entered into by and between **ARCH RESOURCES, INC.**, a Delaware corporation formerly known as Arch Coal, Inc. (the "**Debtor**"), and **REGIONS BANK**, as Agent (the "**Agent**") for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Debtor and Agent are parties to a Trademark Security Agreement, dated as of April 27, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "**Trademark Security Agreement**"); and

WHEREAS, the Debtor and Agent desire to amend Schedule I to the Trademark Security Agreement;

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Trademark Security Agreement and used herein have the meaning given to them in the Trademark Security Agreement.

SECTION 2. Amendment to Trademark Security Agreement. The Trademark Security Agreement is hereby amended by deleting Schedule I to the Trademark Security Agreement in its entirety and by substituting in lieu thereof the replacement Schedule I attached hereto.

SECTION 3. No Other Amendments, No Novation, Etc. Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect.

SECTION 4. Counterparts. This Amendment may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. The Debtor acknowledges and agrees that a telecopy or e-mail or other customary means of electronic transmission (including by PDF file) to the Agent of the signature pages hereof purporting to be signed on behalf of the Debtor shall constitute effective and binding execution and delivery hereof by the Debtor.

SECTION 5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the Lien granted to the Agent under the Trademark Security Agreement (as amended by this Amendment) and the exercise of rights and remedies of the Agent under the Trademark Security Agreement and under any other Loan Document are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of the Trademark Security Agreement (as amended by this Amendment) or any other Loan Document with respect to the priority of any Liens granted to the Agent or the exercise of any rights and remedies of the Agent, the terms of the Intercreditor Agreement shall govern and control.

SECTION 6. GOVERNING LAW. THIS AMENDMENT SHALL BE DEEMED TO BE A CONTRACT UNDER THE LAW OF THE STATE OF NEW YORK AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW, EXCEPT TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS OR THE REMEDIES HEREUNDER IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Amendment as of the day and year first written above.

DEBTOR:

ARCH RESOURCES, INC.,
formerly known as Arch Coal, Inc.

By: 

Name: Robert G. Jones

Title: Senior Vice President — Law, General
Counsel and Secretary

[Signatures continue on following page.]

AGENT:

REGIONS BANK, as agent

By: Mark A. Kassis





Name: Mark A. Kassis

Title: Managing Director

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

REGISTERED AND UNREGISTERED TRADEMARKS¹				
TRADEMARKS	DATE REGISTERED	REGISTRATION NO.	FILING DATE	OWNER
ACI	6/19/2001	2,462,449	4/7/1999	Arch Resources, Inc. (f/k/a Arch Coal, Inc.)
ACI Symbol	5/22/2001	2,453,826	4/7/1999	Arch Resources, Inc. (f/k/a Arch Coal, Inc.)
Arch Logo	7/10/2001	2,468,302	4/7/1999	Arch Resources, Inc. (f/k/a Arch Coal, Inc.)
arch coal	3/11/2003	2,696,051	4/7/1999	Arch Resources, Inc. (f/k/a Arch Coal, Inc.)
	11/18/2014	4,641,536	12/7/2011	Arch Resources, Inc. (f/k/a Arch Coal, Inc.)
	11/18/2014	4,641,537	12/7/2011	Arch Resources, Inc. (f/k/a Arch Coal, Inc.)
	11/18/2014	4,641,559	2/6/2012	Arch Resources, Inc. (f/k/a Arch Coal, Inc.)
ARCH RESOURCES	Pending	Application No. 88781028	1/31/2020	Arch Resources, Inc. (f/k/a Arch Coal, Inc.)
	Pending	Application No. 88781019	1/31/2020	Arch Resources, Inc. (f/k/a Arch Coal, Inc.)

¹ Public records are in process of being updated to reflect Arch Resources, Inc.