

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM580186

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.	06/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
Street Address:	Eleven Madison Avenue		
Internal Address:	6th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88781028	ARCH RESOURCES	
Serial Number:	88781019	ARCH RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mrribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	NEW YORK, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	217730/2777		
NAME OF SUBMITTER:	P. Daniel Healow		
SIGNATURE:	/P. Daniel Healow/		
DATE SIGNED:	06/08/2020		
Total Attachments: 6			
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of June 8, 2020, is entered into by and between **ARCH RESOURCES, INC. (f/k/a ARCH COAL, INC.)** (the “**Debtor**”) and **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as collateral agent (the “**Collateral Agent**”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Debtor and Collateral Agent, amongst others, are parties to a Security Agreement, dated as of March 7, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Debtor is required to execute and deliver this 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 Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the due and punctual payment and performance in full of the Obligations, the Debtor hereby grants to and creates in favor of the Collateral Agent, for the benefit of itself and the other Secured Parties, a continuing Lien on and security interest in and to all of the Debtor’s right, title and interest in, to and under the following, in each case, whether now existing or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, Internet domain names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordations thereof, and all applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I to this Trademark Security Agreement (as such Schedule may be amended or supplemented from time to time);

(b) all goodwill associated therewith or symbolized thereby;

(c) rights and privileges arising under applicable law with respect to the foregoing;

(d) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof;

(e) rights to sue for past, present or future infringements thereof; and

(f) all Proceeds of any of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination or Release.

(a) This Trademark Security Agreement shall terminate upon the termination of the Security Agreement in accordance with its terms.

(b) The Debtor shall be released from its obligations hereunder and the security interests created hereunder in the Trademark Collateral of the Debtor shall be released as and to the extent set forth in Section 11.15 of the Credit Agreement, including as a result of any transaction permitted under the Credit Agreement pursuant to which the Debtor ceases to be a Significant Subsidiary of the Borrower.

(c) In connection with any termination or release pursuant to Section 4(a) or (b), the Collateral Agent shall promptly execute, acknowledge and deliver to the Debtor, an instrument in writing, provided and reasonably acceptable to it, in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement and shall perform such other actions reasonably requested by the Debtor to effect such release, at the Debtor's sole cost and expense.

SECTION 5. Counterparts. This Trademark Security Agreement 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 Collateral 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 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the Lien granted to the Collateral Agent under this Trademark Security Agreement and the exercise of rights and remedies of the Collateral Agent hereunder and under any other Loan Document are subject to the provisions of any Applicable Intercreditor Agreement that has been entered into by the Collateral Agent in accordance with the Credit Agreement. In the event of any conflict between the terms of any such Applicable Intercreditor Agreement and the terms of this Trademark Security Agreement or any other Loan Document with respect to the priority of any Liens granted to the Collateral Agent or the exercise of any rights and remedies of

the Collateral Agent, the terms of such Applicable Intercreditor Agreement shall govern and control.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT 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 Trademark Security Agreement as of the day and year first written above.

DEBTOR:

ARCH RESOURCES, INC.


By: 

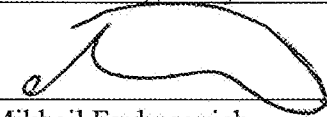
Name: Robert G. Jones

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

COLLATERAL AGENT:

**CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH**

By: 
Name: Andrew Griffin
Title: Authorized Signatory

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory


[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006956 FRAME: 0101**

SCHEDULE I

TO

**TRADEMARK SECURITY
AGREEMENT**

REGISTERED AND UNREGISTERED TRADEMARKS				
TRADEMARKS	DATE REGISTERED	REGISTRATION NO.	FILING DATE	OWNER
ARCH RESOURCES	Pending	Application No. 88781028	1/31/2020	Arch Resources, Inc.
	Pending	Application No. 88781019	1/31/2020	Arch Resources, Inc.