

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM599141

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Consolidated Natural Resources, Inc.	FORMERLY Mining Purchaser, Inc.	09/16/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silver Point Finance, LLC, as Collateral Agent		
<b>Street Address:</b>	2 Greenwich Plaza		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2376624		
<b>Registration Number:</b>	2167285	ANDALEX	
<b>Registration Number:</b>	2169296	GENWAL	
<b>Registration Number:</b>	2167284		
<b>Registration Number:</b>	2171071		
<b>Registration Number:</b>	2871414		
<b>Registration Number:</b>	2734953	WEST RIDGE	
<b>Registration Number:</b>	5041500	MURRAY AMERICAN ENERGY, INC.	
<b>Registration Number:</b>	3795660	MURRAY ENERGY CORPORATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		

CH \$240.00 2376624

<b>ATTORNEY DOCKET NUMBER:</b>	37754.00023
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	09/23/2020

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 16, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as grantor on the signature page hereto (the “**Grantor**”) in favor of **SILVER POINT FINANCE, LLC**, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantor is party to that certain Pledge and Security Agreement dated as of September 16, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor 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 Grantor hereby agrees 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.** The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the 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 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. 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 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 (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.

[Remainder of page intentionally left blank]

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

AMERICAN CONSOLIDATED NATURAL  
RESOURCES, INC.

By: F. Andrew Balcar  
Name: F. Andrew Balcar  
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 007059 FRAME: 0322

Accepted and Agreed:


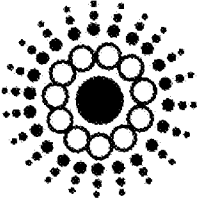
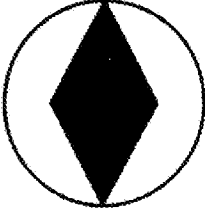
**SILVER POINT FINANCE, LLC,**  
as Collateral Agent

By:   
Name: Stacey Hatch  
Title: Authorized Signatory

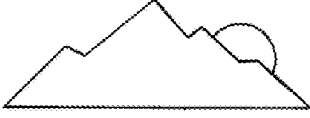

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007059 FRAME: 0323**

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner of Record
(DESIGN ONLY) 	7553762 2	08.17.199 8	2376624	08.15.200 0	American Consolidated Natural Resources, Inc.
ANDALEX	7526277 0	03.24.199 7	2167285	06.23.199 8	American Consolidated Natural Resources, Inc.
GENWAL	75266996	03.31.1997	2169296	06.30.1998	American Consolidated Natural Resources, Inc.
(DESIGN ONLY) 	7526276 9	03.24.199 7	2167284	06.23.199 8	American Consolidated Natural Resources, Inc.
(DESIGN ONLY) 	7536699 5	03.31.199 7	2171071	07.07.199 8	American Consolidated Natural Resources, Inc.



<p>(DESIGN ONLY)</p> 	7816392 8	09.13.200 2	2871414	08.10.200 4	American Consolidated Natural Resources, Inc.
WEST RIDGE	7816391 6	09.13.200 2	2734953	07.08.200 3	American Consolidated Natural Resources, Inc.
<p>MURRAY AMERICAN ENERGY, INC.</p> 	8611878 9	11.14.201 3	5041500	09.13.201 6	American Consolidated Natural Resources, Inc.
<p>MURRAY ENERGY CORPORATION</p> <p>Murray Energy Corporation</p>	7784358 4	10.07.200 9	3795660	06.01.201 0	American Consolidated Natural Resources, Inc.

## DOMAIN NAME REGISTRATIONS

1. amcoalholdingsinc.net
2. coalsource.com
3. mecequipmentsales.com
4. murrayenergycorp.com
5. murrayenergycorporation.com
6. westkycoal.com