

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI15365

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Arch Resources, Inc. | | 02/08/2024 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | Citibank, N.A., as Trustee | | |
| Street Address: | 388 Greenwich Street | | |
| Internal Address: | 6th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10013 | | |
| Entity Type: | National Banking Association: NEW YORK | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6468282 | LEER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129939767 | | |
| <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: | 3129932622 | | |
| Email: | gayle.grocke@lw.com | | |
| Correspondent Name: | GAYLE D GROCKE | | |
| Address Line 1: | 330 N. Wabash Avenue | | |
| Address Line 2: | Suite 2800 | | |
| Address Line 4: | Chicago, ILLINOIS 60611 | | |
| ATTORNEY DOCKET NUMBER: | 059248-0037 | | |
| NAME OF SUBMITTER: | Gayle Grocke | | |
| SIGNATURE: | Gayle Grocke | | |
| DATE SIGNED: | 02/08/2024 | | |
| Total Attachments: 6 | | | |
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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this “**Supplement to Trademark Security Agreement**”), dated as of February 8, 2024, is entered into by and among **ARCH RESOURCES, INC.** (the “**Debtor**”) and **CITIBANK, N.A.**, as trustee in its capacity as assignee of the Issuer (the “**Trustee**”) and for and on behalf of the holders of the Bonds.

W I T N E S S E T H:

WHEREAS, the Debtor and Trustee, amongst others, are parties to a Security Agreement, dated as of July 2, 2020 (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 Supplement to 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 Trustee, for the benefit of the Trustee and the holders of the Bonds, 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 Supplement to 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 Supplement to Trademark Security Agreement is granted in conjunction with the security interest granted

to the Trustee pursuant to the Security Agreement. In the event that any provision of this Supplement to 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 Supplement to 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 5.7(b) of the Loan Agreement, including as a result of any transaction not otherwise prohibited under the Term Loan 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 Trustee 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 Supplement to 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 Supplement to 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 Trustee 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. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Supplement to Trademark Security Agreement or any document to be signed in connection with this Supplement to Trademark Security Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

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

SECTION 7. GOVERNING LAW. THIS SUPPLEMENT TO 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.

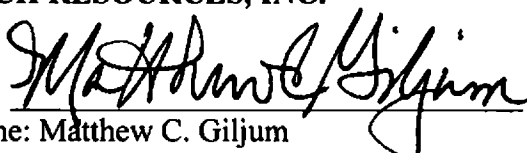
SECTION 8. U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Supplement to Trademark Security Agreement agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

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

DEBTOR:

ARCH RESOURCES, INC.

By: 
Name: Matthew C. Giljum
Title: Senior Vice President, Chief
Financial Officer, and Treasurer

TRUSTEE:

CITIBANK, N.A., in its capacity as Trustee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

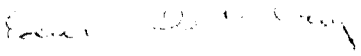
DEBTOR:

ARCH RESOURCES, INC.

By: _____
Name: Matthew C. Giljum
Title: Senior Vice President, Chief
Financial Officer, and Treasurer

TRUSTEE:

CITIBANK, N.A., in its capacity as Trustee

By:  _____
Name: Edwin De La Cruz
Title: Senior Trust Officer

SCHEDULE I
TO
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

| REGISTERED AND UNREGISTERED TRADEMARKS | | | | |
|---|----------------------------|-----------------------------|------------------------|----------------------|
| TRADEMARKS | DATE REGISTERED | REGISTRATION NO. | FILING DATE | OWNER |
| LEER | 31-AUG-2021 | 6468282 | 20-NOV-2020 | Arch Resources, Inc. |