

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interests		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citicorp North America, Inc., as Collateral Agent		07/31/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alpha Natural Resources, LLC		
<b>Street Address:</b>	One Alpha Place		
<b>Internal Address:</b>	P.O. Box 2345		
<b>City:</b>	Abingdon		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	24212		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	Alpha Natural Resources, Inc.		
<b>Street Address:</b>	One Alpha Place		
<b>Internal Address:</b>	P.O. Box 2345		
<b>City:</b>	Abingdon		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	24212		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	Dickenson-Russell Coal Company, LLC		
<b>Street Address:</b>	7546 Gravel Lick Road		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	24225		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>Name:</b>	Paramont Coal Company Virginia		
<b>Street Address:</b>	5703 Crutchfield Drive		

CH \$215.00 3253376

City:	Norton
State/Country:	VIRGINIA
Postal Code:	24273
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3253376	A ALPHA NATURAL RESOURCES
Registration Number:	3224761	A ALPHA NATURAL RESOURCES
Registration Number:	3112318	ALPHA NATURAL RESOURCES
Registration Number:	3121125	ALPHA NATURAL RESOURCES
Serial Number:	76440549	ALPHA NATURAL RESOURCES
Serial Number:	76475491	ALPHA NATURAL RESOURCES
Registration Number:	0630215	MOSS
Registration Number:	1219643	P

CORRESPONDENCE DATA

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	084320
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	07/31/2009

Total Attachments: 6

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Citicorp North America, Inc., as Collateral Agent

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: Delaware corporation  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA - Delaware  
Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Alpha Natural Resources, LLC  
Internal  
Address: \_\_\_\_\_  
Street Address: One Alpha Place, P.O. Box 2345  
City: Abingdon  
State: VA  
Country: USA Zip: 24212

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship USA - Delaware  
 Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 07/31/2009  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Release of Security Interests

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
See Schedule I

B. Trademark Registration No.(s)  
See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James P. Murphy, Legal Assistant  
Internal Address: \_\_\_\_\_  
Cahill Gordon & Reindel LLP  
Street Address: 80 Pine Street  
City: New York  
State: NY Zip: 10005  
Phone Number: 212-701-3345  
Fax Number: 212-378-2610  
Email Address: jmurphy@cahill.com

**6. Total number of applications and registrations involved:** 8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** James P. Murphy  
Signature  
Name of Person Signing: JAMES P. MURPHY

Date: 07/31/2009

Total number of pages including cover sheet, attachments, and document: 6

Addendum to Trademark Cover Page

1. Name of receiving party(ies)

Alpha Natural Resources, Inc., a Delaware Corporation - Citizenship - USA- Delaware  
One Alpha Place  
P.O. Box 2345  
Abingdon, VA 24212

Dickenson-Russell Coal Company, LLC, a Delaware Limited Liability Company - Citizenship - USA - Delaware  
7546 Gravel Lick Road  
Cleveland, VA 24225

Paramont Coal Company Virginia, a Delaware Limited Liability Company - Citizenship - USA - Delaware  
5703 Crutchfield Drive  
Norton, VA 24273

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of July 31, 2009 by CITICORP NORTH AMERICA, INC. (the “Collateral Agent”) in favor of Alpha Natural Resources, LLC, Alpha Natural Resources, Inc., Dickenson-Russell Coal Company, LLC and Paramount Coal Company Virginia, LLC (the “Pledgors”).

**WHEREAS**, pursuant to the terms and conditions of (i) that certain Intellectual Property Security Agreement made by Alpha Natural Resources, Inc., dated as of June 28, 2007, (ii) that certain Intellectual Property Security Agreement made by Alpha Natural Resources, LLC, dated as of October 26, 2005, (iii) that certain Intellectual Property Security Agreement made by Dickenson-Russell Coal Company, LLC, dated as of October 26, 2005 (iv) that certain Intellectual Property Security Agreements made by Paramount Coal Company Virginia, LLC, dated as of October 26, 2005, (v) that certain Intellectual Property Security Agreement made by Alpha Natural Resources, LLC, dated as of May 28, 2004, (vi) that certain Intellectual Property Security Agreement made by Dickenson-Russell Coal Company, LLC, dated as of May 28, 2004 and (vii) that certain Intellectual Property Security Agreement made by Paramount Coal Company Virginia, LLC, dated as of May 28, 2004, each in favor of the Collateral Agent for the benefit of the Secured Parties (collectively, the “Intellectual Property Security Agreements”; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Intellectual Property Security Agreements), each of the Pledgors respectively granted to the Collateral Agent a continuing security interest in all of its respective right, title and interest in and to the Trademarks including, without limitation, the Trademark registrations and applications set forth on Schedule I hereto together with the goodwill associated therewith (collectively, the “Pledged Trademarks”);

**WHEREAS**, the Security Agreement relating to the Pledged Trademarks as currently registered have been recorded with the Assignments Division of the U.S. Trademark and Trademark Office, on June 11, 2004 at Reel 2873 and Frame 0081, on June 11, 2004 at Reel 2873 and Frame 0089, on June 11, 2004 at Reel 2873 and Frame 0113, on October 26, 2005 at Reel 3182 and Frame 0419, on October 26, 2005 at Reel 3182 and Frame 0315 and on August 6, 2007 at Reel 3595 and Frame 0201.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and its predecessors, successors and assigns, hereby absolutely, unconditionally, terminates and forever discharges the Intellectual Property Security Agreements, and hereby irrevocably terminates, discharges, cancels, re-pledges, reassigns and releases any and all security interests it has against the Pledged Trademarks.

If and to the extent the Collateral Agent or its predecessors, successors and assigns has acquired any right, title or interest to any of the Pledged Trademarks, it hereby assigns and transfers such rights, title or interest, together with the goodwill of the business symbolized by such Pledged Trademarks, to the applicable Pledgors. The Collateral Agent acknowledges and agrees that Intellectual Property Security Agreements have been terminated.

The Collateral Agent shall take all further actions, and provide to each of the Pledgors and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Pledgor to more fully and effectively effectuate the purposes of this Release. The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Pledged Trademarks.

The Collateral Agent hereby represents and warrants that it has full authority to execute and deliver this Release. To the extent that any other filings with any other governmental authority have been made with respect to any of the Pledged Trademarks, the Collateral Agent will execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

This Release shall be construed in accordance with and governed by the law of the State of New York.

This Release shall be binding upon the Collateral Agent's representatives, successors, assigns and transferees.

[signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

CITICORP NORTH AMERICA, INC.,  
as Collateral Agent

By: Raymond G. Quinlan  
Name: RAYMOND G. QUINLAN  
Title: Vice President

Release of Security Interest in Trademarks

TRADEMARK  
REEL: 004035 FRAME: 0481

SCHEDULE I  
to  
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Owner	Registration Number	Registration Date	Country	Description
Alpha Natural Resources, Inc.	3,253,376	06/19/07	United States	A Alpha Natural Resources (and Design)
Alpha Natural Resources, Inc.	3,224,761	04/03/07	United States	A Alpha Natural Resources (and Design)
Alpha Natural Resources, Inc.	3,112,318	07/04/06	United States	Alpha Natural Resources
Alpha Natural Resources, Inc.	3,121,125	07/25/06	United States	Alpha Natural Resources
Alpha NR Holding, Inc.	76/440549	N/A	United States	Alpha Natural Resources (and Design)
Alpha NR Holding, Inc.	74/475491	N/A	United States	Alpha Natural Resources
Dickenson-Russell Coal Company, LLC	630,215	07/10/56 (registered) 07/10/06 (renewed)	United States	Moss (Stylized)
Paramont Coal Company Virginia, LLC	1,219,643	12/14/82 (registered) 12/14/02 (renewed)	United States	P (and Design)