

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alpha Metallurgical Resources, Inc.		12/06/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., as collateral agent		
Street Address:	388 Greenwich Street		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90481903	ALPHA METALLURGICAL RESOURCES	
Serial Number:	90481959	ALPHA METALLURGICAL RESOURCES	
Serial Number:	90482000	ALPHA METALLURGICAL RESOURCES	
Serial Number:	90482009	A	
Serial Number:	90482022	A	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Solomon Leung		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	S. Leung - 35899.0632		
NAME OF SUBMITTER:	SOLOMON LEUNG		
SIGNATURE:	/Solomon Leung/		

CH \$140.00 90481903

DATE SIGNED:	12/06/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 6, 2021 (this “Agreement”), is made by Alpha Metallurgical Resources, Inc., a Delaware corporation (the “Grantor”), in favor of Citibank, N.A., as Collateral Agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WHEREAS, the Grantor has entered into that certain Second Amended and Restated Asset-Based Revolving Credit Agreement dated as of the date hereof, among the Grantor and the other borrowers party thereto, the lenders from time to time party thereto (the “Lenders”) and Citibank, N.A., as administrative agent (the “Administrative Agent”) (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in order to induce the Administrative Agent to enter into the Credit Agreement, the Grantor entered into that certain Second Amended and Restated Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) among the Grantor, each other grantor party thereto, the Collateral Agent and the other parties party thereto, pursuant to which the Grantor assigned, transferred and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and the agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

all trademarks, trade names, service marks, corporate names, business names, Internet domain names and URLs and other indicia of source or business identifiers or general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions and renewals thereof, (iii) all of the goodwill of the business connected with the use of and

symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Pledge and 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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 ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

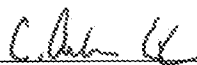
SECTION 5. Counterparts

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.

ALPHA METALLURGICAL RESOURCES, INC.,
as Grantor

By: 
Name: C. Andrew Eidson
Title: President, Chief Financial Officer & Treasurer





Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By:  _____

Name: Allister Chan
Title: Director and Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
U.S. Trademarks/Trademark Applications

<u>TRADEMARK REG. #</u>	<u>TRADEMARK</u>	<u>OWNER</u>
90/481,903	ALPHA METALLURGICAL RESOURCES	Alpha Metallurgical Resources, Inc.
90/481,959		Alpha Metallurgical Resources, Inc.
90/482,000		Alpha Metallurgical Resources, Inc.
90/482,009		Alpha Metallurgical Resources, Inc.
90/482,022		Alpha Metallurgical Resources, Inc.