

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3267404

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	PEABODY ENERGY CORPORATION	03/16/2015
RECEIVING PARTY DATA		
Name:	U.S. BANK NATIONAL ASSOCIATION	
Street Address:	225 ASYLUM STREET, 23RD FLOOR, EX-CT-SS	
City:	HARTFORD	
State/Country:	CONNECTICUT	
Postal Code:	06103	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7948197
CORRESPONDENCE DATA		
Fax Number:	(650)838-5109	
<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:	650-838-3743	
Email:	JLIK@SHEARMAN.COM	
Correspondent Name:	MARK LANGER	
Address Line 1:	3000 EL CAMINO REAL, 6TH FLOOR	
Address Line 2:	SHEARMAN & STERLING LLP	
Address Line 4:	PALO ALTO, CALIFORNIA 94306	
ATTORNEY DOCKET NUMBER:	37052/59	
NAME OF SUBMITTER:	MARK LANGER	
SIGNATURE:	/MARK LANGER/	
DATE SIGNED:	03/16/2015	
Total Attachments: 6		
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PATENT SECURITY AGREEMENT

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below), including liens and security interests granted to Citibank, N.A., as collateral agent, pursuant to or in connection with the Amended and Restated Credit Agreement, dated as of September 24, 2013 and as amended on February 5, 2015, among the Company, the lenders from time to time party thereto, Citibank, N.A., as administrative agent and collateral agent, and the other parties thereto, as further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time (the "Credit Agreement") and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of March 16, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "First Lien/Second Lien Intercreditor Agreement"), among Citibank, N.A., as First Lien Collateral Agent, U.S. Bank National Association, as Second Lien Collateral Agent, the Company and its subsidiaries and affiliated entities party thereto. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

This PATENT SECURITY AGREEMENT, dated as of March 16, 2015 (this "Agreement"), is made by Peabody Energy Corporation, a Delaware corporation (the "Company"), each Subsidiary of the Company a signatory hereto (together with any other Subsidiary of the Company that may become a party hereto, each a "Subsidiary Party" and, together with the Company, the "Grantors") in favor of U.S. Bank National Association, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WHEREAS, the Grantors, the Collateral Agent and the other parties thereto entered into that certain Indenture dated as of March 16, 2015 (as further amended, supplemented or otherwise modified from time to time, the "Indenture"); and

WHEREAS, pursuant to the Indenture, the Grantors entered into that certain Pledge and Security Agreement dated as of March 16, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between the Grantors and the Collateral Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, each 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 for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Collateral Agent 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 Indenture.

SECTION 2. Grant of Security Interest in Patent Collateral

SECTION 2.1 Grant of Security. Each 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

all patentable inventions and designs, letters patent, certificates of invention and similar industrial property rights and all reissues and extensions thereof, and with respect to any and all of the foregoing, including without limitation: (i) each patent and patent application listed in Schedule A attached hereto, (ii) all applications, divisions, continuations, continuations-in-part and re-examinations thereof, (iii) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) 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 (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent 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 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 EFFECT OF PERFECTION 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]

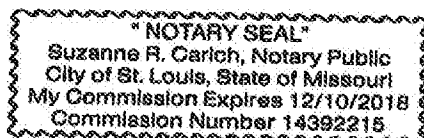
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PEABODY ENERGY CORPORATION

By: James A. Tichenor
Name: James A. Tichenor
Title: Vice President and Treasurer

STATE OF Missouri)
City of ST. LOUIS) ss.
COUNTY OF ST. LOUIS)

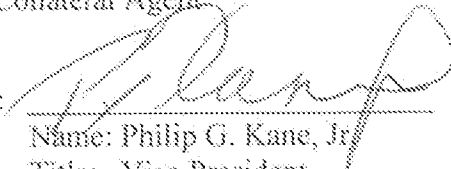
On this 12th day of MARCH, 2015, before me personally appeared JAMES A. TICHENOR, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Patent Security Agreement on behalf of PEABODY ENERGY CORPORATION being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Suzanne R. Carich
Notary Public

Accepted and Agreed:

U.S. Bank National Association,
as Collateral Agent

By: 
Name: Philip G. Kane, Jr.
Title: Vice President

**SCHEDULE A
to
PATENT SECURITY AGREEMENT**

U.S. Patents/Patent Applications

TITLE	Owner	REG. NO./ Registration Date.
Controlling torsional shaft oscillation	Peabody Energy Corporation	7948197 5/24/2011