504454048 07/12/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4500749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT		

CONVEYING PARTY DATA

Name	Execution Date
CONTURA COAL WEST, LLC	03/17/2017

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT			
Street Address:	520 MADISON AVENUE			
City:	NEW YORK			
State/Country:	NEW YORK			
Postal Code:	10022			

PROPERTY NUMBERS Total: 2

Property Type	Number			
Patent Number:	6086647			
Patent Number:	6132497			

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038507-0583		
NAME OF SUBMITTER:	KRISTIN J AZCONA	
SIGNATURE:	/KJA/	
DATE SIGNED:	07/12/2017	

Total Attachments: 5

source=Jefferies Finance Patent Security Agreement#page1.tif source=Jefferies Finance Patent Security Agreement#page2.tif source=Jefferies Finance Patent Security Agreement#page3.tif source=Jefferies Finance Patent Security Agreement#page4.tif source=Jefferies Finance Patent Security Agreement#page5.tif

PATENT 504454048 REEL: 043176 FRAME: 0823

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of March 17, 2017 (this "<u>Agreement</u>"), is made by Contura Coal West, LLC, a Delaware limited liability company (the "<u>Grantor</u>") in favor of Jefferies Finance LLC, as Collateral Agent for the Secured Parties (in such capacity, the "<u>Collateral Agent</u>").

WHEREAS, Contura Energy, Inc. (the "Borrower") has entered into that certain Credit Agreement dated as of March 17, 2017, among the Borrower, the lenders from time to time party thereto (the "Lenders") and Jefferies Finance LLC, 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 a Pledge and Security Agreement dated as of March 17, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") among the Borrower, 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 Patent Collateral (as defined below);

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 Patent 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 "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 the Secured 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 <u>Schedule A</u> attached hereto, (ii) all applications, divisions, continuations, continuations-in-part, reissues, extensions 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

PATENT REEL: 043176 FRAME: 0824 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 Grantor hereby acknowledges and affirms 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 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]

US-DOCS\83101704.5

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.

CONTURA COAL WEST, LLC,

as Grantor

By:

Name: C. Andrew Eidson

Title: Vice President and Treasurer

Accepted and Agreed:

JEFFERIES FINANCE LLC,

as Collateral Agent

By:

Name: TOHN KOEHLER

Title:

SENIOR VICE PRESIDENT

REEL: 043176 FRAME: 0827

SCHEDULE A to PATENT SECURITY AGREEMENT

U.S. Patents/Patent Applications

<u>Title</u>	Country	Status	App. No.	<u>Filing</u> <u>Date</u>	Patent No.	Issue Date	<u>Owner</u>
MOLASSES/OIL COAL TREATMENT FLUID AND METHOD		Active	08/235,542	04/29/1994	6,086,647		Contura Coal West, LLC
DUST SUPPRESSION SYSTEM	USA	Active	09/208,532	12/09/1998	6,132,497	10/17/2000	Contura Coal West, LLC

US-DOCS\83101704.5

RECORDED: 07/12/2017

PATENT REEL: 043176 FRAME: 0828