

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7742820

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALLIANCE COAL, LLC	01/13/2023
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
Internal Address:	PNC FIRSTSIDE CENTER, 4TH FLOOR
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12432238
Application Number:	12139268
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	SOPHIE BOLT
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	01/13/2023
Total Attachments: 6	
source=Alliance Coal - PNC - Patent Security Agreement - Patent Cover Sheet - 20230113 (signed)#page1.tif	
source=Alliance Coal - PNC - Patent Security Agreement - Patent Cover Sheet - 20230113 (signed)#page2.tif	
source=Alliance Coal - PNC - Patent Security Agreement - Patent Cover Sheet - 20230113 (signed)#page3.tif	
source=Alliance Coal - PNC - Patent Security Agreement - Patent Cover Sheet - 20230113 (signed)#page4.tif	

source=Alliance Coal - PNC - Patent Security Agreement - Patent Cover Sheet - 20230113 (signed)#page5.tif
source=Alliance Coal - PNC - Patent Security Agreement - Patent Cover Sheet - 20230113 (signed)#page6.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 13th day of January, 2023, among the Grantor listed on the signature pages hereof (“Grantor”), and PNC BANK, NATIONAL ASSOCIATION (“PNC”), in its capacity as Collateral Agent for the benefit of the Secured Parties (together with its permitted successors and assigns, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor agreed to grant a continuing security interest in and to the Collateral, including the Patent Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Pledge and Security Agreement, dated as of January 13, 2023 among the Grantor and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Patent Security Agreement.

NOW, THEREFORE, for and in consideration of the recitals made above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** The Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in the Grantor’s right, title and interest in, to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Patent Collateral”):

(a) all of the Grantor’s patents and patent applications, including (i) the patents and patent applications listed on Schedule I; (ii) all renewals, continuations, divisionals, continuations-in-part, reissues and examinations thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under all licenses entered into in connection therewith and damages and payments for past, present or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world; and

(b) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or violations of any Patent or any Patent licensed under any Intellectual Property License.

3. **SECURITY FOR OBLIGATIONS.** The Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Collateral Agent or any Secured Party whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new patentable invention or become entitled to the benefit of any patent application or patent for any continuations, divisionals, continuations-in-part, reissues, or reexaminations of the patents or patent applications listed on Schedule I, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Collateral Agent with respect to any such new patent rights as required by the Security Agreement. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Collateral Agent to unilaterally modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Patent Security Agreement shall terminate upon termination of the Security Agreement.

7. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. GOVERNING LAW. This Patent Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the Law of the State of New York.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ALLIANCE COAL, LLC

By: Cary P. Marshall
Cary P. Marshall
Vice President – Corporate Finance and Treasurer.

[Signature Page Patent Security Agreement]

*Alliance ...
Patent Security Agreement*

PATENT
REEL: 062387 FRAME: 0636

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Kyle T. Helfrich
Title: Senior Vice President

Address for notices:

PNC Bank, National Association
PNC Firstside Center, 4th Floor
500 First Avenue
Pittsburgh, PA 15219
Attention: Agency Services
Facsimile: (412) 762-8672
Phone: (412) 762-2908

[Alliance - Signature Page to Patent Security Agreement]

Alliance - Patent Security Agreement

PATENT
REEL: 062387 FRAME: 0637

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Grantor	Title	Serial No.	Patent No.	Filing Date	Issue Date
Alliance Coal, LLC	SYSTEM AND METHOD FOR PROXIMITY DETECTION	12/432238	8289170	April 29, 2009	October 16, 2012
Alliance Coal, LLC	SYSTEM AND METHOD FOR TRACKING PERSONNEL AND EQUIPMENT	2008266007	266007	June 13, 2008	October 4, 2012
Alliance Coal, LLC	SYSTEM AND METHOD FOR TRACKING PERSONNEL AND EQUIPMENT	2690752	2690752	June 13, 2008	November 3, 2015
Alliance Coal, LLC	SYSTEM AND METHOD FOR TRACKING PERSONNEL AND EQUIPMENT	80100862	101765786	June 13, 2008	July 4, 2012
Alliance Coal, LLC	SYSTEM AND METHOD FOR TRACKING PERSONNEL AND EQUIPMENT	112008001636	112008001636	June 13, 2008	August 5, 2010
Alliance Coal, LLC	SYSTEM AND METHOD FOR TRACKING PERSONNEL AND EQUIPMENT	4401	283904	June 13, 2008	June 5, 2017
Alliance Coal, LLC	SYSTEM AND METHOD FOR TRACKING PERSONNEL AND EQUIPMENT	12/139268	7843348	June 13, 2008	November 30, 2010
Alliance Coal, LLC	SYSTEM AND METHOD FOR TRACKING PERSONNEL AND EQUIPMENT	8779	8779	June 13, 2008	July 28, 2010

Alliance –Patent Security Agreement