

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL
CONVEYING PARTY DATA	
Name	Execution Date
CITIBANK, N.A. AS COLLATERAL AGENT	10/27/2023
RECEIVING PARTY DATA	
Name:	ALPHA NATURAL RESOURCES, LLC
Street Address:	340 MARTIN LUTHER KING, JR. BLVD
City:	BRISTOL
State/Country:	TENNESSEE
Postal Code:	37620
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7914249
CORRESPONDENCE DATA	
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<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>	
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NAME OF SUBMITTER:	SOLOMON LEUNG
SIGNATURE:	/SOLOMON LEUNG/
DATE SIGNED:	10/27/2023
Total Attachments: 4	
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**RELEASE OF
SECURITY INTEREST IN PATENT COLLATERAL**

THIS **RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL** (this “Release”), is entered into as of October 27, 2023 by Citibank, N.A. as collateral agent for the lenders party to the Credit Agreement (as defined in the Security Agreement referred to below) (in such capacity, the “Collateral Agent”) in connection with the grant of security interests in Patent Collateral (as defined below) by Alpha Natural Resources, LLC, a Delaware limited liability company (the “Grantor”), in favor of the Collateral Agent. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Second Amended and Restated Pledge and Security Agreement, dated as of December 6, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (as defined therein) party thereto and the Collateral Agent.

WITNESSETH:

WHEREAS, the Grantor entered into that certain Patent Security Agreement, dated as of November 9, 2018 (the “Patent Security Agreement”), by and among the Grantor, Contura Coal West, LLC, a Delaware limited liability company, and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under certain Collateral, including the Patent Collateral (as defined below);

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on November 9, 2018 at Reel 047494, Frame Number 0728;

WHEREAS, at the request of the Grantor, the Collateral Agent now desires to terminate and release the entirety of its Liens on and security interests in the Patent Collateral; and

WHEREAS, all rights and interests in the Patent Collateral will revert to the Grantor upon the recordation of this Release with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Definitions. The terms “Patent Collateral” and “Patents”, as used herein, have the meanings assigned to such terms in the Patent Security Agreement.

2. Release of Security Interest. The Collateral Agent hereby (i) terminates, cancels, releases and discharges all of its Liens on and security interests in the Patent Collateral, including the Patents set forth in Schedule A attached hereto, without representation, warranty or recourse of any kind or nature, and (ii) reassigns any right, title and interest it may have, to and under the Patent Collateral to the Grantor.

3. Further Assurances. The Collateral Agent hereby authorizes the Grantor or any of its designees to record this Release with the USPTO and any other offices as may be necessary to carry out the intention of this Release, and to the extent applicable, the Collateral Agent authorizes and requests that the USPTO record this Release.

4. No waiver, Consent or Amendment. This Release shall not be construed as a release of any collateral or the termination of any guarantee under the Loan Documents, other than the release of the Patent Collateral to the Grantor.

5. Governing Law. THIS RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

6. Miscellaneous. Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the day and year first above written.

CITIBANK, N.A.,
as the Collateral Agent

By: Michelle Pratt
Name: Michelle Pratt
Title: Vice President

[SIGNATURE PAGE TO PATENT RELEASE]

PATENT
REEL: 065385 FRAME: 0337

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

PATENT #	TITLE	OWNER
7914249	Shoveling Apparatus with Multi-Positional Shovel	Alpha Natural Resources, LLC