

12-09-2002



102305248

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Massey Energy Company

12-3-02

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution date: November 26, 2002

2. Name and address of receiving party(ies):

Name: Citicorp USA, Inc. (as collateral agent)

Internal Address: _____

Street Address: 388 Greenwich Street

City: New York State: NY Zip: 10013

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached: Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
See Schedule I

B. Trademark Registration No.(s) See Schedule I

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael Wenger

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Phyllis Eremitaggio
Name of Person Signing

Phyllis Eremitaggio
Signature

December 3, 2002
Date

Total number of pages including cover sheet, attachments, and document: 9

Mall documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

12/09/2002 LINDLELL 00000104 230800 2614626

01 FC:0521 40.00 CH
02 FC:0522 50.00 CH

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations
(Registrant listed as A.T. Massey Coal Company, Inc.)

MASSEY ENERGY

Goods and Services: COAL MINING EXTRACTION SERVICES.

FIRST USE: 20000608. FIRST USE IN COMMERCE: 20000608

Filing Date March 19, 2001

Registration Number 2614626 ✓

Registration Date September 3, 2002

Owner A.T. Massey Coal Company, Inc. CORPORATION VIRGINIA 4 North Fourth Street
Richmond VIRGINIA 23219

M MASSEY ENERGY (LOGO)

Goods and Services: COAL MINING EXTRACTION SERVICES.

FIRST USE: 20000608. FIRST USE IN COMMERCE: 20000608

Filing Date March 19, 2001

Registration Number 2607161 ✓

Registration Date August 13, 2002

Owner A.T. Massey Coal Company, Inc. CORPORATION VIRGINIA 4 North Fourth Street
Richmond VIRGINIA 23219



M (LOGO)

Goods and Services: COAL MINING EXTRACTION SERVICES.

FIRST USE: 19600103. FIRST USE IN COMMERCE: 19600103

Filing Date March 19, 2001

Registration Number 2607159 ✓

Registration Date August 13, 2002

Owner A.T. Massey Coal Company, Inc. CORPORATION VIRGINIA 4 North Fourth Street
Richmond VIRGINIA 23219

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 26, 2002, by MASSEY ENERGY COMPANY (the "Borrower") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp USA, Inc. ("CUSA"), as agent for the Secured Parties (as defined in the Credit Agreements referred to below) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreements, dated as of November 26, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreements"), among the Borrower, the Lenders party thereto and CUSA, as agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are parties to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreements and to induce the Lenders to make and/or continue their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreements or in the Security Agreement and used herein have the meaning given to them in the Credit Agreements or the Security Agreement.

Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

all reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i)infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii)injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

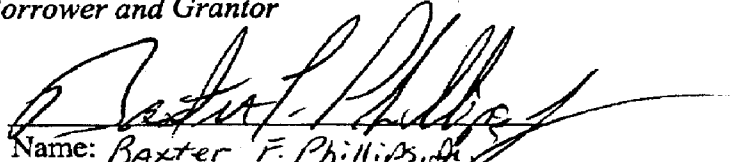
[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

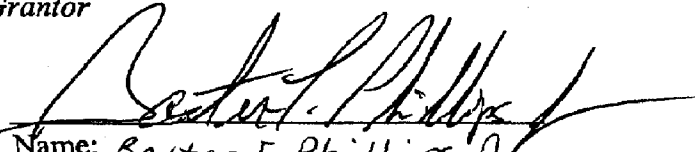
MASSEY ENERGY COMPANY,
as Borrower and Grantor

By:


Name: Baxter F. Phillips, Jr.
Title: Vice President & Treasurer

A.T. MASSEY COAL COMPANY, INC.
as Grantor

By:


Name: Baxter F. Phillips, Jr.
Title: Vice President & Treasurer

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002629 FRAME: 0506

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

Very truly yours,

MASSEY ENERGY COMPANY,
as Borrower and Grantor

By: _____
Name:
Title:

A.T. MASSEY COAL COMPANY, INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By: Raymond G. Dunning
Name: RAYMOND G. DUNNING
Title: MANAGING DIRECTOR

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002629 FRAME: 0507

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Virginia)
 City) ss.
COUNTY OF Richmond)

On this 25th day of November 2002 before me personally appeared Baxter F. Phillips, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of F.T. Massey Coal Company, Inc. & Massey Energy Company, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

Nancy C. Cochran
Notary Public
Commission expires 6/30/06

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]