

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTMORELAND RESOURCE PARTNERS, LP		12/31/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	214 North Tyron Street		
Internal Address:	26th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4079020	OXFORD RESOURCE PARTNERS RELIABILITY MAT	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	(212) 756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	SCOTT KAREFF		
Address Line 1:	SCHULTE ROTH & ZABEL, 919 THIRD AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	077341.0011		
NAME OF SUBMITTER:	Scott Kareff		
SIGNATURE:	/RS for SK/		
DATE SIGNED:	12/31/2014		
Total Attachments: 3			
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ASSIGNMENT FOR SECURITY – TRADEMARKS

December 31, 2014

WHEREAS, Westmoreland Resource Partners, LP, a Delaware limited partnership (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated December 31, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of U.S. Bank National Association, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

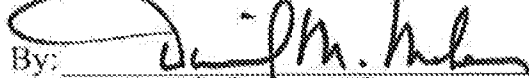
The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

WESTMORELAND RESOURCE PARTNERS, LP

By: Westmoreland Resources GP, LLC, its General Partner

By:  _____

Name: Daniel M. Maher

Title: Secretary and Senior Vice President

SCHEDULE A TO ASSIGNMENT FOR SECURITY

<u>Grantor</u>	<u>Trademark</u>	<u>Registration/ Application No.</u>	<u>Date</u>
Westmoreland Resource Partners, LP	 The logo for Oxford Resource Partners features a stylized graphic of a hand holding a torch on the left, followed by the word "Oxford" in a large, serif font, and "Resource Partners" in a smaller, sans-serif font below it.	4079020	November 1, 2010