

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peabody Energy Corporation		02/05/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Administrative Agent		
Street Address:	115 Brett Road		
Internal Address:	Ops III		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4138845	COAL CAN DO THAT	
Registration Number:	4212741	ENERGIZING THE WORLD ONE BTU AT A TIME	
Registration Number:	4208931	PEABODY	
Registration Number:	4157078	PEABODY ENERGY	
Registration Number:	4638492	ADVANCED ENERGY FOR LIFE	
Serial Number:	86394530	PEABODY ENERGY LEADERS IN EDUCATION	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049133-0065		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		

CH \$165.00 4138845

DATE SIGNED:	02/10/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2015 (this "Agreement"), is made by Peabody Energy Corporation, a Delaware corporation (the "Borrower"), each Subsidiary of the Borrower a signatory hereto (together with any other Subsidiary of the Borrower that may become a party hereto, each a "Subsidiary Party" and, together with the Borrower, the "Grantors") in favor of Citibank, N.A., as administrative agent for the Secured Parties (in such capacity, the "Administrative Agent").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of September 24, 2013 (as amended by the Omnibus Amendment and as further amended, supplemented or otherwise modified, the "Credit Agreement"), among the Borrower, the Lenders, Citibank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer and the other parties party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantors entered into a Pledge and Security Agreement dated as of February 5, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between the Grantors and the Administrative Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor agreed to execute this Agreement, in order to record the security interest granted to the Administrative Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent 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 Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

all trademarks, trade names, service marks, corporate names, business names, Internet domain names and URLs and other indicia of source or business identifiers or general intangibles of a like

nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and 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 Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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 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 EFFECT OF PERFECTION 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]

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

PEABODY ENERGY CORPORATION

By: James A. Tichenor
Name: James A. Tichenor
Title: Vice President and Treasurer

STATE OF MISSOURI)
CITY)
COUNTY OF ST. LOUIS) ss.

On this 5 day of February, 2015 before me personally appeared James A. Tichenor, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of Peabody Energy Corporation who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.



ANN MURRAY
My Commission Expires
April 4, 2017
St. Louis County
Commission #13434613

Ann Murray
Notary Public

Accepted and Agreed:

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: CHRISTOPHER WOOD
Title: VICE PRESIDENT

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks/Trademark Applications

TITLE	Owner	REG. NO./ APP. NO. Reg Date/Application Date
COAL CAN DO THAT	Peabody Energy Corporation	4138845 5/8/2012
ENERGIZING THE WORLD ONE BTU AT A TIME	Peabody Energy Corporation	4212741 9/25/2012
PEABODY	Peabody Energy Corporation	4208931 9/18/2012
PEABODY ENERGY & design	Peabody Energy Corporation	4157078 6/12/2012
ADVANCED ENERGY FOR LIFE	Peabody Energy Corporation	4638492 11/11/2014
PEABODY ENERGY LEADERS IN EDUCATION	Peabody Energy Corporation	86/394530 9/15/2014
GLOBAL CENTER FOR ENERGY AND HUMAN DEVELOPMENT & design	Peabody Energy Corporation	86/276439 5/8/2014 ITU