

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONSOL Energy Inc.		11/28/2017	Corporation: DELAWARE
Amvest LLC		11/28/2017	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Collateral Agent		
Street Address:	300 Fifth Avenue		
Internal Address:	The Tower at PNC Plaza		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2756594	CONSOL ENERGY	
Registration Number:	2756595	CE CONSOL ENERGY	
Registration Number:	3550867	AMERICA'S ON SWITCH	
Registration Number:	4179710	CONSOL ENERGY CENTER	
Registration Number:	4042449	CONSOL ENERGY CENTER	
Registration Number:	4115252	CONSOL ENERGY CENTER	
Registration Number:	4179741	CONSOL ENERGY CENTER	
Registration Number:	4242300	CONSOL ENERGY	
Registration Number:	4242301	CE CONSOL ENERGY	
Registration Number:	3903862	CONSOL ENERGY	
Registration Number:	3904430	CE CONSOL ENERGY PARK	
Registration Number:	0692611	CONSOL	
Registration Number:	2756596	CE	
Registration Number:	1255532	AMVEST	
CORRESPONDENCE DATA			
Fax Number:	8009144240		

OP \$365.00 2756594

TRADEMARK

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.

Phone: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	11/29/2017

Total Attachments: 13
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. CONSOL Energy Inc.
- 2. Amvest LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. Corporation - Delaware
2. Limited liability company - Virginia

Citizenship (see guidelines) U.S.A.
Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 28, 2017
 Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association, as Collateral Agent

Street Address: The Tower at PNC Plaza, 300 Fifth Avenue

City: Pittsburgh

State: PA

Country: USA Zip: 15222

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
See attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):


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

Name: Doris Ka, Legal Assistant
Internal Address: Cahill Gordon & Reindel LLP
Street Address: 80 Pine Street
City: New York
State: NY Zip: 10005
Phone Number: (212) 701-3569
Docket Number: 68010.041
Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
Deposit Account Number _____
Authorized User Name _____

9. Signature: 
Signature
Doris Ka
Name of Person Signing

November 28, 2017
Date

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this “Agreement”), dated as of November 28, 2017, is entered into by and among EACH OF THE UNDERSIGNED PARTIES LISTED ON THE SIGNATURE PAGES HERETO and each of the other persons and entities that become bound hereby from time to time by joinder, assumption, or otherwise (each, a “Pledgor” and collectively, the “Pledgors”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (in such capacity, together with any successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

WHEREAS, reference is made to that certain credit agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”), by and among CONSOL ENERGY INC. (formerly known as CONSOL MINING CORPORATION), a Delaware corporation (the “Borrower”), the Guarantors party thereto from time to time, PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Revolving Lenders and Term A Lenders, CITIBANK, N.A., as administrative agent for the Term B Lenders, the Collateral Agent and the Lenders from time to time party thereto; and

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to provide certain loans to and make other financial accommodations for the Borrower, and the obligation of the Lenders to make Loans and extend credit under the Credit Agreement is subject to the condition, among others, that the Pledgors grant a security interest to the Collateral Agent in, among other things, certain patents, trademarks, copyrights and other property as security for the Obligations, and the Pledgors have agreed to execute this Agreement for recording with the United States Copyright Office, the United States Patent and Trademark Office and any other appropriate governmental authorities.

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

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement or the Security Agreement referred to therein, as applicable, and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in New York as amended from time to time.

(b) “Patents, Trademarks and Copyrights” shall mean and include all of each Pledgor’s present and future right, title and interest in and to the following: all (i) patents and patent applications, (ii) trademarks, service marks, trade dress, domain names, trade names and other identifiers of source or goodwill, and (iii) registered copyrights, now owned by each Pledgor, in each case including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement, dilutions or violation suits), the right to sue for past, present and future infringements, dilutions or violations, all rights corresponding thereto throughout the world and all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate and all inventions or designs disclosed or claimed in any of the patents or patent applications, except for any Excluded Assets.

2. To secure the full payment and performance of all Obligations, each Pledgor hereby grants, and conveys a security interest to the Collateral Agent for the equal and ratable benefit of the Secured Parties in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants that:

(a) Schedule A sets forth a true and complete list of all registered and applied for Patents, Trademarks and Copyrights owned by each Pledgor as of the date hereof;

(b) to the best of such Pledgor's knowledge, the material Patents, Trademarks and Copyrights of each Pledgor are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, except to the extent that the failure to be subsisting or the invalidity or unenforceability of such Patents, Trademarks and Copyrights would not reasonably be expected to result in a Material Adverse Change;

(c) to the best of such Pledgor's knowledge, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the material Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons, other than Permitted Liens and other than license agreements entered into in good faith in an arm's length transaction or in the normal course of business;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms; and

(e) no claim has been made to such Pledgor in writing or, to the knowledge of such Pledgor, any other person that the use of any of the material Patents, Trademarks and Copyrights does or may violate the rights of any third party where such claim would reasonably be expected to result in a Material Adverse Change.

4. Each of the obligations of each Pledgor under this Agreement is joint and several. The Collateral Agent may, in its sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Collateral Agent, shall not be a defense to any action the Collateral Agent and the Secured Parties, or any of them, may elect to take against any Pledgor. Each of the Secured Parties and the Collateral Agent hereby reserve all rights against each Pledgor.

5. Each Pledgor agrees that, for the duration of this Agreement, it will not enter into any agreement which is inconsistent with such Pledgor's obligations under this Agreement, without the Collateral Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Collateral Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products and may otherwise assign or license the Patents, Trademarks and Copyrights in an arm's length transaction entered into in good faith.

6. If any Pledgor shall at any time after the date hereof file or obtain any ownership of any additional Patents, Trademarks and Copyrights, the provisions hereof shall automatically apply thereto, and any such item shall be subject to the security interest created by this Agreement without further action by any party. Each Pledgor shall deliver to the Collateral Agent with each Compliance Certificate written notice (without duplication) of any of the foregoing arising during the period covered by such

Compliance Certificate and, if requested by the Collateral Agent, shall confirm the attachment of the security interest created by this Agreement to any such Patents, Trademarks and Copyrights by execution of an instrument in form reasonably acceptable to the Collateral Agent and promptly file and record with the United States Patent and Trademark Office or United States Copyright Office or any other applicable registry, as applicable, such instruments as the Collateral Agent determines shall be reasonably necessary to create, preserve, protect or perfect the Collateral Agent's security interests in such Patents, Trademarks and Copyrights. Further, each Pledgor authorizes the Collateral Agent to modify this Agreement by amending Schedule A to include any Patents, Trademarks and Copyrights of such Pledgor acquired or arising after the date hereof.

7. (a) The Collateral Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located. Without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Collateral Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell, assign or grant a license to use the whole or from time to time any part of the Patents, Trademarks and Copyrights or any interest which any Pledgor may have therein, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable, and the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights shall be applied as provided in the Credit Agreement. Any remainder of the proceeds after Payment In Full of the Obligations shall be paid over to such Pledgor. The Collateral Agent or any other Secured Party or any of their respective Affiliates may be the purchaser, licensee, assignee or recipient of the Patents, Trademarks and Copyrights or any part thereof at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Patents, Trademarks and Copyrights sold, assigned or licensed at such sale, to use and apply any of the Obligations owed to such person as a credit on account of the purchase price of the Patents, Trademarks and Copyrights or any part thereof payable by such person at such sale. Each purchaser, assignee, licensee or recipient at any such sale shall acquire the property sold, assigned or licensed absolutely free from any claim or right on the part of any Pledgor, and each Pledgor hereby waives, to the fullest extent permitted by law, all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Collateral Agent shall not be obligated to make any sale of the Patents, Trademarks and Copyrights or any part thereof regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Each Pledgor acknowledges and agrees that, to the extent notice of sale or other disposition of all or any part of the Patents, Trademarks and Copyrights shall be required by law, ten (10) days' prior notice to such Pledgor of the time and place of any public sale or of the time after which any private sale or other intended disposition is to take place shall be commercially reasonable notification of such matters. No notification need be given to any Pledgor if it has signed, after the occurrence of an Event of Default, a statement renouncing or modifying any right to notification of sale or other intended disposition.

(c) Each Pledgor hereby waives, to the fullest extent permitted by applicable law, notice or judicial hearing in connection with the Collateral Agent's taking possession or the Collateral Agent's disposition of the Patents, Trademarks and Copyrights or any part thereof, including any and all prior notice and hearing for any prejudgment remedy or remedies and any such right which such Pledgor would

otherwise have under law, and each Pledgor hereby further waives, to the fullest extent permitted by applicable law, (i) all damages occasioned by such taking of possession, (ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Collateral Agent's rights hereunder and (iii) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. The Collateral Agent shall not be liable for any incorrect or improper payment made pursuant to this Section 7 in the absence of gross negligence or willful misconduct on the part of the Collateral Agent. Any sale of, or the grant of options to purchase, or any other realization upon, any of the Patents, Trademarks and Copyrights shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the applicable Pledgor therein and thereto, and shall be a perpetual bar both at law and in equity against such Pledgor and against any and all persons claiming or attempting to claim the Patents, Trademarks and Copyrights so sold, optioned or realized upon, or any part thereof, from, through or under such Pledgor.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Collateral Agent to make, constitute and appoint any officer or agent of the Collateral Agent, as the Collateral Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Collateral Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license or sublicense under the Patents, Trademarks and Copyrights to any third person, or necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. For the purpose of enabling the Collateral Agent, during the continuance of an Event of Default, to exercise rights and remedies hereunder at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Pledgor hereby grants to the Collateral Agent, an irrevocable, non-exclusive, worldwide, royalty-free (and free of any other obligation of payment) license to use, assign, license or sublicense any of the Patents, Trademarks and Copyrights now owned, licensed or hereafter acquired by such Pledgor, wherever the same may be located. Such license shall include access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout hereof.

9. This Agreement shall automatically and immediately terminate upon Payment In Full. All of the Collateral Agent's interest in the Patents, Trademarks and Copyrights shall be released upon Payment In Full and in accordance with the provisions of the Credit Agreement.

10. Each Pledgor shall have the duty to prosecute diligently any patent applications of the material Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable, except where the failure to so prosecute would not reasonably be expected to result in a Material Adverse Change. Thereafter, until Payment In Full, each Pledgor shall preserve and maintain all rights in patent applications and patents of the Patents, Trademarks and Copyrights, including without limitation the payment of all maintenance fees, except where the failure to make such applications to preserve or maintain such rights would not reasonably be expected to result in a Material Adverse Change. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any material Patent, Trademark or Copyright without the consent of the Collateral Agent, which shall not be unreasonably withheld, unless such abandonment would not reasonably be expected to result in a Material Adverse Change.

11. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name and, with the consent of the Collateral Agent, which shall not be unreasonably withheld, to join the

Collateral Agent, if necessary, as a party to such suit so long as the Collateral Agent is satisfied that such joinder will not subject it to any material risk of liability, to enforce the Patents, Trademarks and Copyrights. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Collateral Agent as a result of such suit or joinder by such Pledgor pursuant to the Credit Agreement.

12. (a) No failure on the part of the Collateral Agent to exercise, no course of dealing with respect to, and no delay on the part of the Collateral Agent in exercising, any right, power, privilege or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy; nor shall the Collateral Agent be required to look first to, enforce or exhaust any other security, collateral or guaranties. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law or otherwise available.

(b) No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by any Pledgor therefrom, shall be effective unless the same shall be made in accordance with the terms of the Credit Agreement and unless in writing and signed by the Collateral Agent. Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by any Pledgor from the terms of any provision hereof in each case shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement or any other document evidencing the Obligations, no notice to or demand on any Pledgor in any case shall entitle any Pledgor to any other or further notice or demand in similar or other circumstances.

(c) All obligations of each Pledgor hereunder shall be absolute and unconditional irrespective of:

(i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any other Pledgor;

(ii) any lack of validity or enforceability of the Credit Agreement, any Specified Swap Agreement, any Other Lender Provided Financial Service Product or any other Loan Document, or any other agreement or instrument relating thereto;

(iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any Specified Swap Agreement, any Other Lender Provided Financial Service Product or any other Loan Document or any other agreement or instrument relating thereto;

(iv) any pledge, exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Obligations;

(v) any exercise, non-exercise or waiver of any right, remedy, power or privilege under or in respect hereof, the Credit Agreement, any Specified Swap Agreement, any Other Lender Provided Financial Service Product or any other Loan Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 12(b) hereof; or

(vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, any Pledgor.

(d) Each Pledgor hereby waives (x) presentment, protest, notice of dishonor and notice of non-payment, and (y) all defenses based on suretyship, impairment of collateral, or the like, other than, and to the extent of, the defense of prior payment of the Obligations.

13. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

14. This Agreement is subject to modification only by a writing signed by the parties.

15. (a) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein other than assignments and transfers permitted by the Credit Agreement.

(b) The Collateral Agent may resign and a successor Collateral Agent may be appointed in the manner provided in the Credit Agreement. Upon the acceptance of any appointment as a collateral agent by a successor collateral agent, that successor collateral agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring collateral agent, as secured party under this Agreement and the retiring collateral agent shall thereupon be discharged from its duties and obligations under this Agreement. After any retiring collateral agent's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Collateral Agent.

16. This Agreement shall be deemed to be a contract under the laws of the State of New York, and for all purposes shall be governed by and construed in accordance with the laws of said State without regard to its conflict of laws principles, except to the extent that the validity or perfection of the Lien and the security interest hereunder, or remedies hereunder, in respect of any particular Patents, Trademarks and Copyrights are governed by the laws of a jurisdiction other than the State of New York.

17. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.5 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW. SECTIONS 11.11.2 [SUBMISSION TO JURISDICTION], 11.11.3 [WAIVER OF VENUE] AND 11.11.4 [SERVICE OF PROCESS] OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN, *MUTATIS MUTANDIS*, AS IF A PART HEREOF.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, ADMINISTRATIVE AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED

TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 17.

18. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument. Delivery of an executed signature page by telecopy or electronic signature delivery system (in either case in a form acceptable to the Collateral Agent) shall be effective as delivery of a manually executed signature page to this Agreement.

19. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.5.1 [Notices Generally] of the Credit Agreement.

20. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Collateral Agent hereunder and under the other Loan Documents to which it is a party, because the Collateral Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Collateral Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Collateral Agent its attorney-in-fact, and (v) to enforce the Collateral Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.


PLEDGORS:

**CONSOL ENERGY INC. (formerly known as
CONSOL MINING CORPORATION)
AMVEST LLC**

By: *Steven T. Aspinall*
Name: Steven T. Aspinall
Title: Authorized Officer

COLLATERAL AGENT:

**PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent**

By: 
Name: Mahir J. Desai
Title: Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

UNITED STATES PATENTS:

Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
CONSOL Energy Inc.	5,921,862 (11.5 Year Maintenance Fee Paid – Patent Expires 1/30/2018)	An Air Flow Reversal Prevention Door Assembly
CONSOL Energy Inc.	6,659,269 (Patent expired due to nonpayment of maintenance fee)	Apparatus and Method for Temporary Support and Isolation for a Conveyor Belt
Amvest Corporation*	6,755,480 (Patent expired due to nonpayment of maintenance fee)	“Drum-Type Dual Channel Water-Jet Assisted Cutting Head”
Amvest Corporation*	6,283,277 (11.5 Year Maintenance Fee Paid – Patent Expires 7/15/2019)	“Self-Propelled, Mobile Articulated Tramming Haulage Conveyors System for Mining Operations”
Amvest Corporation*	6,364,418 (Patent expired due to nonpayment of maintenance fee)	“Cutting Heads for Horizontal Remote Mining System”
Amvest Corporation*	6,612,655 (Patent expired due to nonpayment of maintenance fee)	“Mining System and Method Featuring a Bread Loaf Shaped Borehole”
Amvest Corporation*	5,879,057 (Patent Expired)	“Horizontal Remote Mining System and Method”
Amvest Corporation*	6,409,276 (Patent expired due to nonpayment of maintenance fee)	“Water-jet Assisted Drum-type Mining System”

Applications: None.

*Current name: Amvest LLC

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
CONSOL Energy Inc.	2,756,594	CONSOL ENERGY
CONSOL Energy Inc.	2,756,595	CE CONSOL ENERGY (w/design)
CONSOL Energy Inc.	3,550,867	AMERICA 'S ON SWITCH
CONSOL Energy Inc.	4,179,710	CONSOL ENERGY CENTER (TM)
CONSOL Energy Inc.	4,042,449	CONSOL ENERGY CENTER (SM)
CONSOL Energy Inc.	4,115,252	CONSOL ENERGY CENTER
CONSOL Energy Inc.	4,179,741	CONSOL ENERGY CENTER (w/design)
CONSOL Energy Inc.	4,242,300	CONSOL ENERGY
CONSOL Energy Inc.	4,242,301	CE CONSOL ENERGY (w/design)
CONSOL Energy Inc.	3,903,862	CONSOL ENERGY
CONSOL Energy Inc.	3,904,430	CE CONSOL ENERGY PARK (w/design)
CONSOL Energy Inc.	692,611	CONSOL
CONSOL Energy Inc.	2,756,596	CE DESIGN
Amvest LLC	1,255,532 (Registration Cancelled)	AMVEST

Applications: None.

UNITED STATES COPYRIGHTS:

Registrations:

Owner	Title	Registration No.	Registration Date
CONSOL Energy Inc.	Landfill cost model for disposal of coal combustion products, version 1.0	TX0005746937	03/10/2003
CONSOL Energy Inc.	2-D/3-D Stylized "C" Design	VA1-772-801	05/26/2011

Applications: None.