

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rhino Technologies LLC		12/27/2017	Limited Liability Company: DELAWARE
Rhino Resource Partners LP		12/27/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington St.		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4070864	TRI-TECH	
Registration Number:	4101028	RHINO RESOURCE PARTNERS LP	
Registration Number:	4101032		
Registration Number:	4101033	RHINO RESOURCE PARTNERS LP	
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:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	015752-0048		
NAME OF SUBMITTER:	Scott Kareff (015752-0048)		

CH \$115.00 4070864

SIGNATURE:	/kc for sk/
DATE SIGNED:	12/27/2017
Total Attachments: 6 source=Rhino - Grant of Security Interest - Trademarks#page1.tif source=Rhino - Grant of Security Interest - Trademarks#page2.tif source=Rhino - Grant of Security Interest - Trademarks#page3.tif source=Rhino - Grant of Security Interest - Trademarks#page4.tif source=Rhino - Grant of Security Interest - Trademarks#page5.tif source=Rhino - Grant of Security Interest - Trademarks#page6.tif	

GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 27, 2017, by Rhino Technologies LLC and Rhino Resource Partners LP (each a "Grantor" and collectively, the "Grantors"), in favor of Cortland Capital Market Services LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor 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, each Grantor has entered into a Pledge and Security Agreement, dated December 27, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of each Grantor in, to and under the Trademarks, together with, among other things, the goodwill 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, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

RHINO RESOURCE PARTNERS LP

By: Richard A. Boone
Name: RICHARD A BOONE
Title: CEO / PRESIDENT

STATE OF Kentucky
COUNTY OF Fayette ss.:

On this 20th day of December, 2017, before me personally came Richard A. Boone to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO / President of Rhino Resource Partners LP, a Delaware LP, and that s/he executed the foregoing instrument in the firm name of Rhino Resource Partners LP, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Annette Neumann
[NOTARY SEAL]

Annette Neumann
Notary Public
State at Large - Kentucky
ID# 524503
My Commission Expires January 6, 2019

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Rhino Technologies LLC	United States	TRI-TECH	4,070,864	Feb. 27, 2008	Dec. 13, 2011	
Rhino Resource Partners LP	United States	RHINO RESOURCE PARTNERS LP	4,101,028	Nov. 9, 2010	Feb. 21, 2012	

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Rhino Resource Partners LP	United States		4,101,032	Nov. 10, 2010	Feb. 21, 2012	
Rhino Resource Partners LP	United States		4,101,033	Nov. 10, 2010	Feb. 21, 2012	