

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		11/28/2018	National Banking Association:
RECEIVING PARTY DATA			
Name:	Cloud Peak Energy Resources LLC		
Street Address:	385 INTERLOCKEN CRESCENT, SUITE 400		
City:	BROOMFIELD		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2875225	ENERGY TO POWER THE COUNTRY	
Registration Number:	3924958		
Registration Number:	3924959	CLOUD PEAK ENERGY	
Registration Number:	3930706	CLOUD PEAK ENERGY	
Registration Number:	4580969	PROVIDE FOR TODAY, PROTECT FOR TOMORROW	
CORRESPONDENCE DATA			
Fax Number:	6082587138		
<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:	608-255-4440		
Email:	PTO-WIS@huschblackwell.com, Julie.Hughes@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	PO Box 1379		
Address Line 2:	Melinda S. Giftos		
Address Line 4:	Madison, WISCONSIN 53701		
NAME OF SUBMITTER:	Brianna M. Schonenberg		
SIGNATURE:	/Brianna M. Schonenberg/		
DATE SIGNED:	11/29/2018		
Total Attachments: 4			

CH \$140.00 2875225

source=Release of Security Interest#page1.tif
source=Release of Security Interest#page2.tif
source=Release of Security Interest#page3.tif
source=Release of Security Interest#page4.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of November 27, 2018 and granted by PNC BANK, NATIONAL ASSOCIATION ("PNC"), a national banking association, as administrative agent (in such capacity, the "Administrative Agent") under the Credit Agreement referred to below, in favor of Cloud Peak Energy Resources LLC, a Delaware limited liability company, (the "Grantor"), and its successors, assigns and legal representatives.

WHEREAS, pursuant to (i) that certain Credit Agreement dated as of February 21, 2014 (the "Credit Agreement") among the Grantor, certain Guarantors party thereto from time to time (as defined in the Credit Agreement), the Administrative Agent, the lenders party thereto, and the issuing banks party thereto, as amended and restated by that certain Amended and Restated Credit Agreement dated as of May 24, 2018 (the "Amended Credit Agreement") among the Grantor, certain Guarantors party thereto from time to time (as defined in the Amended Credit Agreement), the Administrative Agent, the lenders party thereto, and the issuing banks party thereto, (ii) that certain Guarantee and Security Agreement dated as of February 21, 2014 (the "Security Agreement") among the Grantor, the U.S. Guarantors party thereto (as defined in the Security Agreement), and the Administrative Agent, (iii) that certain Amended and Restated Guarantee and Security Agreement dated as of May 24, 2018 (the "Amended Security Agreement") among the Grantor, the Guarantors party thereto (as defined in the Amended Security Agreement), and the Administrative Agent, and (iv) certain other Security Documents, the Grantor executed and delivered to the Administrative Agent (a) that certain Trademark Security Agreement by and among the Grantor and the Administrative Agent dated as of February 21, 2014 (the "Trademark Security Agreement") and (b) that certain Amended and Restated Trademark Security Agreement by and among the Grantor and the Administrative Agent dated as of May 24, 2018 (the "Amended Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement and the Amended Trademark Security Agreement, Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties (as defined in the Amended Trademark Security Agreement) a security interest in and to all of Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6341, Frame 0693 on June 1, 2018; and the Amended Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6375, Frame 0218 on June 1, 2018;

WHEREAS, Administrative Agent desires to release its security interest in and lien on the Trademark Collateral (as defined below), including but not limited to, the trademarks and trademark applications set forth on Schedule I hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Administrative Agent hereby states as follows:

1. Definition. The term "Trademark Collateral", as used herein, shall mean all of the Grantor's right, title and interest in and to (collectively, the "Trademark Collateral");

- (i) each Trademark (as defined in the Amended Security Agreement) owned by the Grantor that is Recordable Intellectual Property (as defined in the Amended Security Agreement), including, without limitation, each Trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;



- (ii) each Trademark License (as defined in the Amended Security Agreement) to which the Grantor is a party, including, without limitation, each exclusive Trademark License identified in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule I hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any exclusive Trademark License identified in Schedule I hereto), or for injury to the goodwill associated with any of the foregoing.

2. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties (as defined in the Amended Trademark Security Agreement), their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and the Amended Trademark Security Agreement, and terminates, releases and discharges any and all security interest in and lien on the Trademark Collateral hereto and reassigns to Grantor all right, title and interest it may have in, to and under the Trademark Collateral.

[Remainder of this page intentionally left blank]

Schedule I

U.S. Trademark Registrations

Trademark	Registration Number	Registration Date
ENERGY TO POWER THE COUNTRY	2,875,225	08/17/2004
Mountain Logo 	3,924,958	03/01/2011
CLOUD PEAK ENERGY	3,924,959	03/01/2011
CLOUD PEAK ENERGY Design 	3,930,706	03/15/2011
PROVIDE FOR TODAY, PROTECT FOR TOMORROW	4,580,969	08/05/2014

U.S. Trademark Applications

Trademark	Application Number	Filing Date
BIG METAL COAL	87/301,243	01/13/2017