

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPALACHIAN RESOURCE COMPANY, LLC		12/22/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) 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:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	85486.004		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	12/23/2020		

CH \$115.00 4070864

Total Attachments: 5

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 22, 2020, by APPALACHIAN RESOURCE COMPANY, LLC, ("Grantor"), in favor of Alter Domus (US) 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, the 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, the Grantor has entered into a Pledge and Security Agreement, dated December 22, 2020 and effective as of September 10, 2020 (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, the 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 the 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, the 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


The 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.

APPALACHIAN RESOURCE
COMPANY, LLC

By: 
Name: Richard A. Boone
Title: President

AGREED AND ACCEPTED



ALTER DOMUS (US) LLC,
as Collateral Agent

By: J. K.
Name: Jon Kirschmeier
Title: Associate Counsel

[Signature Page to Assignment for Security Interest - Trademarks]

SCHEDULE A TO ASSIGNMENT FOR SECURITY

The following trademarks were acquired by Appalachian Resource Company, LLC as part of the Rhino Acquisition:

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Rhino Technologies LLC	United States	TRI-TECH	4,070,864	Feb. 27, 2008	Dec. 13, 2011
Rhino Technologies LLC	United States	RHINO RESOURCE PARTNERS LP	4,101,028	Nov. 9, 2010	Feb. 21, 2012
Rhino Technologies LLC	United States		4,101,032	Nov. 10, 2010	Feb. 21, 2012
Rhino Technologies LLC	United States		4,101,033	Nov. 10, 2010	Feb. 21, 2012