

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616895

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cantor Fitzgerald Securities		12/21/2020	Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Alpha Natural Resources, LLC
Street Address:	340 MARTIN LUTHER KING JR BLVD
City:	Bristol
State/Country:	TENNESSEE
Postal Code:	37620
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2607159	M
Registration Number:	2607161	M MASSEY ENERGY
Registration Number:	2614626	MASSEY ENERGY

CORRESPONDENCE DATA

Fax Number: 3043570919

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: 3043579924

Email: monika.jaensson@dinsmore.com

Correspondent Name: Monika Jaensson

Address Line 1: 707 Virginia Street, East - STE 1300

Address Line 4: Charleston, WEST VIRGINIA 25301

NAME OF SUBMITTER:	MONIKA L. JAENSSON
SIGNATURE:	/MONIKA L JAENSSON/
DATE SIGNED:	12/28/2020

Total Attachments: 4

source=CANTER FITZGERALD RELEASE#page1.tif

source=CANTER FITZGERALD RELEASE#page2.tif

source=CANTER FITZGERALD RELEASE#page3.tif

OP \$90.00 2607159

RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (the “*Release*”) dated December 21, 2020, is made in favor of ALPHA NATURAL RESOURCES, LLC, a Delaware limited liability company (“*Grantor*”), by CANTOR FITZGERALD SECURITIES, as Administrative Agent and Collateral Agent for the Lenders (in such capacity, the “*Agent*”) for the Secured Parties. All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Pledge Agreement (as defined below).

WHEREAS, reference is made to that certain Pledge and Security Agreement dated as of June 14, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “*Pledge Agreement*”), by and among Grantor, certain other guarantor parties and the Agent;

WHEREAS, under the terms of the Pledge Agreement, Grantor granted to the Agent for the ratable benefit of the Secured Parties (as defined in the Credit Agreement) a security interest in and to certain intellectual property of such Grantor, and the following agreement was executed and delivered by Grantor in favor of the Agent: that certain Trademark Security Agreement, dated as of June 14, 2019, by and between Grantor and the Agent (the “*Trademark Security Agreement*”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 17, 2019 at Reel 006672 and Frame 0226; and

WHEREAS, the Agent has agreed to release its security interest in and to some but not all of trademark registrations and registration applications of the Grantor in which a security interest was granted pursuant to the Trademark Security Agreement, specifically those identified in **Schedule A** attached hereto (the “*Released Trademarks*”).

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

SECTION 1. Release of Grant of Security. The Agent hereby releases to the Grantor its security interest in, and reassigns to the Grantor, without representation or warranty of any kind, any and all right, title and interest in and to the Released Trademarks.

SECTION 2. Recordation. The Agent authorizes and requests that the applicable officials of the United States Patent and Trademark Office record this Release.

SECTION 3. Execution in Counterparts. This Release may be executed in any number of 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.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Collateral Agent. Cantor Fitzgerald Securities is delivering this Release solely in its capacity as Agent under the Credit Agreement and shall be entitled to all rights,

privileges and immunities set forth in the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) as though fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CANTOR FITZGERALD SECURITIES, as
Administrative Agent and Collateral Agent



By: DocuSigned by: James Buccola
Name: James Buccola
Title: Head of Fixed Income

(contura)

[Signature Page to Release]

Schedule A

Released Trademarks

TRADEMARK REG. #	TRADEMARK	OWNER
2,607,159		Alpha Natural Resources, LLC
2,607,161		Alpha Natural Resources, LLC
2,614,626	MASSEY ENERGY	Alpha Natural Resources, LLC