# CH \$265.00 387

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM732627

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cantor Fitzgerald Securities		06/03/2022	General Partnership: NEW YORK

### **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: 10**

Property Type	Number	Word Mark
Registration Number:	3876008	ALPHA COAL SALES CO., LLC
Registration Number:	3253376	A ALPHA NATURAL RESOURCES
Registration Number:	3224761	A ALPHA NATURAL RESOURCES
Registration Number:	3121125	ALPHA NATURAL RESOURCES
Registration Number:	3112318	ALPHA NATURAL RESOURCES
Registration Number:	4005143	WE POWER THE WORLD THROUGH THE ENERGY OF
Registration Number:	4263586	ALPHA NATURAL RESOURCES
Registration Number:	4275050	ARMED FORCES TO ALPHA
Registration Number:	4347446	WE FUEL PROGRESS AROUND THE WORLD
Registration Number:	4461563	WE FUEL PROGRESS AROUND THE WORLD

### **CORRESPONDENCE DATA**

**Fax Number:** 8043447999

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:** 8047888200

Email: |couch@huntonak.com

Correspondent Name: HUNTON ANDREWS KURTH LLP

**Address Line 1:** 951 East Byrd Street

Address Line 2: Riverfront Plaza, East Tower

Address Line 4: Rich	Richmond, VIRGINIA 23219-4074	
ATTORNEY DOCKET NUMBER:	087598.0000034	
NAME OF SUBMITTER:	David E. Baker	
SIGNATURE:	/David E. Baker/	
DATE SIGNED:	06/06/2022	

## **Total Attachments: 4**

### RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Release") dated June 3, 2022, is made by CANTOR FITZGERALD SECURITIES, as Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent") in favor of ALPHA NATURAL RESOURCES, LLC, a Delaware Limited Liability Company ("Grantor").

WHEREAS, reference is made to that certain Credit Agreement, dated as of June 14, 2019 (as may have been amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"), by and among Grantor, certain other guarantor parties and the Agent;

WHEREAS, under the terms of the Credit Agreement, Grantor granted to the Collateral 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 Collateral 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 Collateral Agent has agreed to release its security interest in and to the 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.

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

By: James Buccola

Title.

Title:

Head of Fixed Income

(4)

[Signature Page to Release]

# Schedule A

# **Released Trademarks**

TRADEMARK REG.#	TRADEMARK
3,876,008	ALPHA COAL SALES CO., LLC
3,253,376	Alpha Natural Resources
3,224,761	Alpha Natural Resources
3,121,125	ALPHA NATURAL RESOURCES
3,112,318	ALPHA NATURAL RESOURCES
4,005,143	WE POWER THE WORLD THROUGH THE ENERGY OF OUR PEOPLE
Madrid Protocol	
1114879 EC 1114879	ALPHA NATURAL RESOURCES
AU 1492345	
4,263,586	ALPHA NATURAL RESOURCES

Page 3

TRADEMARK REG.#	TRADEMARK
4,275,050	
	ARMED FORCES TO ALPHA
4,347,446	WE FUEL PROGRESS AROUND THE WORLD
CA TMA866,726	ALPHA NATURAL RESOURCES
4,461,563	WE FUEL PROGRESS AROUND THE WORLD