

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Atlas Energy, Inc.		02/17/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Atlas Pipeline Holdings, L.P.		
<b>Street Address:</b>	1550 Coraopolis Heights Road, Suite 300		
<b>Internal Address:</b>	Westpointe Corporate Center One		
<b>City:</b>	Moon Township		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15108		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85086710	ATLAS ENERGY	
<b>Serial Number:</b>	85086725	ATLAS RESOURCES	
<b>Serial Number:</b>	85090916	A	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(832)239-3600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	832.239.3786		
<b>Email:</b>	aeraimer@jonesday.com		
<b>Correspondent Name:</b>	Anna E. Raimer		
<b>Address Line 1:</b>	717 Texas Ave., Suite 3300		
<b>Address Line 2:</b>	Jones Day		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	344119-605012		
<b>NAME OF SUBMITTER:</b>	Anna Raimer		

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**TRADEMARK**  
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Signature:	/Anna Raimer/
Date:	03/08/2011
Total Attachments: 5 source=Trademark Assignment#page 1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

**AGREEMENT**

**between**

**ATLAS ENERGY, INC.**

**and**

**ATLAS PIPELINE HOLDINGS, L.P.**

**regarding**

**ASSIGNMENT OF UNITED STATES TRADEMARK APPLICATION  
SERIAL NOS. 85/086,710, 85/086,725, and 85/090,916**

THIS AGREEMENT is made this 17th day of February, 2011, by and between Atlas Energy, Inc., a Delaware corporation (“Assignor”) on the one hand, and Atlas Pipeline Holdings, L.P., a Delaware limited partnership (“Assignee”) on the other hand.

WHEREAS Assignor is the owner of the following United States trademark applications: Serial No. 85/086,710 for ATLAS ENERGY, Serial No. 85/086,725 for ATLAS RESOURCES, and Serial No. 85/090,916 for an A Design, all for “sponsorship and management of tax-advantaged energy investment partnerships that finance the exploration and development of natural gas” in International Class 36, and “development and production of natural gas and oil” in International Class 42 (hereinafter the marks embodied by Trademark Application Serial Nos. 85/086,710, 85/086,725, and 85/090,916 and all other marks for ATLAS, either alone or in combination with other words or designs, are referred to as the “Atlas Marks”);

WHEREAS Assignor desires to assign any rights, including common law rights, it may have anywhere in the world in the Atlas Marks, and any applications and registrations therefor, to Assignee;

WHEREAS Assignor is assigning United States Trademark Application Serial Nos. 85/086,710, 85/086,725, and 85/090,916 with the part of the goodwill of the business connected with the use of and symbolized by the Atlas Marks as required by 15 U.S.C. §1060; and

WHEREAS Assignee is the successor of that portion of the ongoing and existing business associated with the Atlas Marks and is desirous of acquiring the exclusive right, title and interest in and to the Atlas Marks and the pending applications therefor.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT**: Assignor hereby grants, transfers, assigns and conveys to Assignee, its successors and assigns, the entire right, title and interest of Assignor in and to the Atlas Marks, and any applications and registrations therefor, together with the goodwill of the business symbolized by the Atlas Marks, and all claims, if any, which may have arisen thereunder prior to the date of this Assignment, including the right to recover and have damages and profits for any past infringement. For the avoidance of doubt, this Assignment includes the assignment of United States Trademark Application Serial Nos. 85/086,710, 85/086,725, and 85/090,916 to Assignee.

2. **RECORDATION**: The Assignor and Assignee hereby undertake to execute appropriate assignment documents necessary to effect this agreed upon assignment promptly following the execution date of this Assignment.

3. **CHOICE OF LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any conflicts of law rules (whether of the State of Delaware or of any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

4. CHOICE OF FORUM: The Parties hereto agree that any action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether brought by any Party or any of its affiliates or against any Party or any of its affiliates) shall only be brought in the Delaware Chancery Court or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action in any such court or that any such action brought in any such court has been brought in an inconvenient forum. Process in any such action may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court.

5. NEUTRAL CONSTRUCTION: This Agreement shall be construed and interpreted as if all of its language were prepared jointly by both parties. No language in this Agreement shall be construed against a party on the ground that such party drafted or proposed that language.

6. ADVICE OF COUNSEL: Each signatory hereto acknowledges that he or she has reviewed this Agreement with counsel of his or her own choosing, that he or she understands the terms of this Agreement and the legal obligations thereby created, and that he or she is not relying upon the other party or its agent for his or her understanding of any part of the terms hereof.

7. ENTIRE AGREEMENT: This Agreement constitutes the entire, complete and exclusive expression of the parties' agreements concerning the subject matter thereof. This Agreement shall, when executed, supersede all prior and contemporaneous negotiations, understandings, and agreements, both written and oral, not found within this Agreement.

8. AMENDMENTS: This Agreement may not be altered, amended or modified except by written instrument signed by the parties hereto.

9. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original hereof. Facsimile signatures and copies thereof shall have the same force and effect as the original signatures.

10. HEADINGS: Titles or headings contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of the Agreement or the intent of any provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day first above written.

ATLAS ENERGY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATLAS PIPELINE HOLDINGS, L.P.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Trademark Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day first above written.

ATLAS ENERGY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATLAS PIPELINE HOLDINGS, L.P.

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Trademark Agreement