

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlas Energy, L.P.		03/01/2012	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Atlas Resource Partners, L.P.		
Street Address:	1000 Commerce Drive		
Internal Address:	Park Place Corporate Center One, 4th Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15275		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85351951	ATLAS RESOURCES	
Registration Number:	4065556	ATLAS RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	(832)239-3600		
Phone:	832.239.3786		
Email:	aeraimer@jonesday.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Anna E. Raimer		
Address Line 1:	717 Texas Ave., Suite 3300		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	150763-600004		
NAME OF SUBMITTER:	Anna E. Raimer		

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Signature:	/Anna Raimer/
Date:	03/01/2012
Total Attachments: 4 source=Atlas Resources Assignment#page1.tif source=Atlas Resources Assignment#page2.tif source=Atlas Resources Assignment#page3.tif source=Atlas Resources Assignment#page4.tif	

**AGREEMENT**

**between**

**ATLAS ENERGY, L.P.**

**and**

**ATLAS RESOURCE PARTNERS, L.P.**

**regarding**

**ASSIGNMENT OF UNITED STATES SERVICE MARK REGISTRATION  
NO. 4,065,556 AND APPLICATION SERIAL NO. 85/351,951**

THIS AGREEMENT is made this 1<sup>st</sup> day of March, 2012, by and between Atlas Energy, L.P., a Delaware limited partnership ("Assignor") on the one hand, and Atlas Resource Partners, L.P., a Delaware limited partnership ("Assignee") on the other hand.

WHEREAS Assignor is the owner of United States Service Mark Registration No. 4,065,556 for "ATLAS RESOURCES" for "business management of tax-advantaged energy investment partnerships that finance the exploration and development of natural gas" in International Class 35, "oil and gas drilling" in International Class 37, and "oil and gas prospecting and exploration" in International Class 42, and United States Service Mark Application Serial No. 85/351,951 for the "formation, offering, and management of investment partnerships" in International Class 36 (hereinafter 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 the Atlas Marks 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 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 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.

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, and any dispute arising under or related to the 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: In the event of litigation between the parties concerning the subject matter of this Agreement, the forum shall be Delaware. The parties agree and consent to personal jurisdiction and venue in any state or federal court located in Delaware for any action related to this Agreement.

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. WARRANTY: Assignor represents that it is the owner of all rights in and to the Atlas Marks and that it has the right to grant the assignment herein to Assignee. Assignor, however, makes no representation or warranty with respect to the validity of the Atlas Marks or as to whether the Atlas Marks infringe any valid right of any third party.

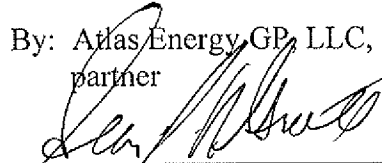
10. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original hereof. Facsimile signatures and copies thereof shall have the same force and effect as the original signatures.

11. 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.

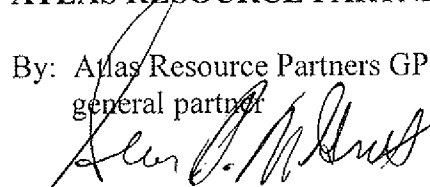
**ATLAS ENERGY, L.P.**

By: Atlas Energy GP, LLC, its general partner

  
Name: Sean P. McGRATH  
Title: CFO

**ATLAS RESOURCE PARTNERS, L.P.**

By: Atlas Resource Partners GP, LLC, its general partner

  
Name: Sean P. McGRATH  
Title: CFO

*Assignment of Atlas Service Marks to Atlas Resource Partners, L.P.*