



03/30/2012



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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form **PTO-1594** (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/20)

RECORDATION TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Atlas Resource Partners, L.P.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Internal

Address: 1st Floor, MAC D1109-019

Street Address: 1525 West WT Harris Boulevard

City: Charlotte

State: North Carolina

Country: USA Zip: 28262-8522

- Association Citizenship U.S. national bank
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 5, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

85/086,710; 85/086,725; 85/090,916

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ATLAS ENERGY, filed July 16, 2010; ATLAS RESOURCES, filed July 16, 2010; design consisting of stylized "A" and oil derrick, filed July 22, 2010

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan D. Hamilton

Internal Address: Suite 3700

Street Address: 2001 Ross Avenue

City: Dallas

State: Texas Zip: 75201

Phone Number: 214.220.7936

Fax Number: 214.999.7936

Email Address: shamilton@velaw.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number BERTIN 00000032 85086710

Authorized User Name _____
02 FC:8522

40.00 0
50.00 0

9. Signature:

Signature

March 26, 2012

Date

Susan Hamilton

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 5, 2012, is entered into by ATLAS RESOURCE PARTNERS, L.P., a Delaware limited partnership ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent (the "Administrative Agent") for the Lenders.

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Amended and Restated Security Agreement dated as of the date hereof among Grantor, the other "Grantors" party thereto and the Administrative Agent (as such agreement may be amended, restated, modified, supplemented or modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is required to grant a security interest to the Administrative Agent, for the benefit of the Secured Creditors, in all of Grantor's Intellectual Property, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the trademarks, registrations and applications listed on Schedule 1 hereto (collectively, the "Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Creditors, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, including all applications, registrations and renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Secured Creditors with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Termination of Security Interest.

Upon the Final Payment Date and as otherwise provided in Section 2.3 of the Security Agreement, subject to the Security Agreement, the Administrative Agent shall, at Grantor's sole cost and expense, promptly take such actions (including execution of releases, termination statements and other discharges) as is reasonably requested by Grantor to terminate and release the security interests created hereby.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Administrative Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any trademarks currently owned by Grantor or any trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any trademarks in which Grantor no longer has or claims any right, title or interest.

4. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Administrative Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ATLAS RESOURCE PARTNERS, L.P., a
Delaware limited partnership

By: Atlas Resource Partners GP, LLC, a
Delaware limited partnership, its general
partner


By: 
Sean McGrath,
Chief Financial Officer

STATE OF PENNSYLVANIA)
) ss:
COUNTY OF PHILADELPHIA

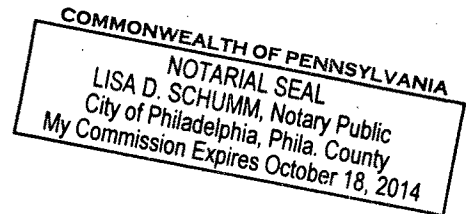
On March 2, 2012, before me, the undersigned, a notary public in and for said state and county, personally appeared Sean McGrath, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Chief Financial Officer, on behalf of Atlas Resource Partners GP, LLC, a Delaware limited liability company, the general partner of Atlas Resource Partners, L.P., a Delaware limited partnership, the company herein named, and acknowledged to me that the general partner of the company executed the within instrument pursuant to its organizational documents and resolutions of its governing entities.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)


Notary Public

My Commission Expires:



[Signature Page]

TRADEMARK SECURITY AGREEMENT
ATLAS RESOURCE PARTNERS, L.P.

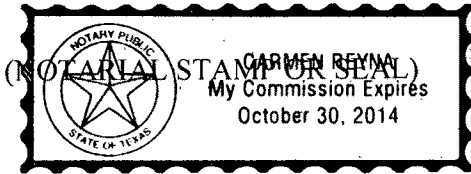
WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: *Jason M. Hicks*
Jason M. Hicks, Managing Director

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On March 2, 2012, before me, the undersigned, a notary public in and for said state, personally appeared Jason M. Hicks, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as a Managing Director on behalf of Wells Fargo Bank, National Association, a national banking association, and acknowledged to me that the bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.



Carmen Reyna
Notary Public

My Commission Expires:

October 30, 2014

[Signature Page]
TRADEMARK SECURITY AGREEMENT
ATLAS RESOURCE PARTNERS, L.P.

TRADEMARK
REEL: 004754 FRAME: 0621

TRADEMARK SECURITY AGREEMENT

Trademark Applications:

| Name of Grantor | Mark | U.S. Registration Number | Registration Date |
|--------------------|-----------------|--------------------------|-------------------|
| Atlas Energy, L.P. | ATLAS RESOURCES | 4,065,556 | December 6, 2011 |