

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

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

RECORDATION FORM COVER SHEET 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 Energy, 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: _____

Street Address: 1445 Ross Avenue, Suite 4500

City: Dallas

State: Texas

Country: USA Zip: 75202

- Association Citizenship South Dakota
- 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) May 16, 2012

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

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

A. Trademark Application No.(s)

85/086,710

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, L.P.

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

Name: Julie H. Cooper

Internal Address: c/o Vinson & Elkins LLP

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Julie H. Cooper
Signature

5/24/2012

Date

Julie H. Cooper

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 May 16, 2012, is entered into by ATLAS ENERGY, 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 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.

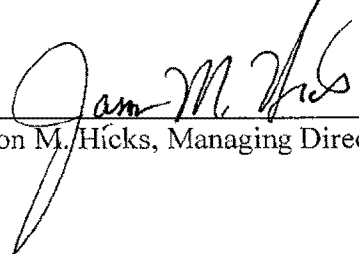
This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Administrative Agent given in accordance with the Security Agreement, assign any right,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

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

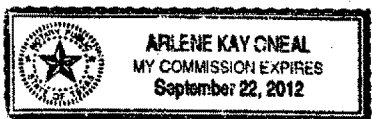
By: 
Jason M. Hicks, Managing Director

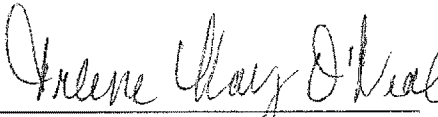
STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On May 15, 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.

(NOTARIAL STAMP OR SEAL)




Notary Public

My Commission Expires:
Sept. 22, 2012

SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

Trademark Applications:

Name of Grantor	Mark	U.S. Application Serial No.	Application Filing Date
Atlas Energy, L.P.	ATLAS ENERGY	85/086,710	July 16, 2010

Schedule 1-1

1399669v.2 WEL554/10011