

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlas Energy L.P.		07/31/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Administrative Agent		
Street Address:	60 Wall St		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4065555	ATLAS ENERGY	
Registration Number:	4216363	ATLAS ENERGY	
Registration Number:	4043933	A	
Registration Number:	4090913	A	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-701-3365		
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	C/O Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Marina Kelly		

OP \$115.00 4065555

Signature:	/Marina Kelly Thomson Reuters/
Date:	08/01/2013
Total Attachments: 5 source=Atlas Trademark Security Agreement#page2.tif source=Atlas Trademark Security Agreement#page3.tif source=Atlas Trademark Security Agreement#page4.tif source=Atlas Trademark Security Agreement#page5.tif source=Atlas Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 31, 2013, is entered into by ATLAS ENERGY, L.P., a Delaware limited partnership ("Grantor"), and DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as administrative agent (the "Administrative Agent") and collateral 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 or supplement this Agreement by amending or supplementing 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.

4. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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.

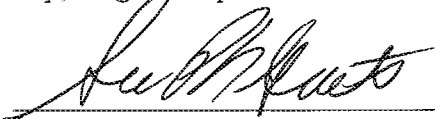
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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:

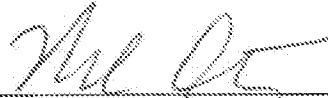
ATLAS ENERGY, L.P., a Delaware limited partnership


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

By: 

Name: Sean McGrath
Title: Chief Financial Officer

DEUTSCHE BANK AG NEW YORK
BRANCH, as Administrative Agent

By: 
Name: Michael Getz
Title: Vice President

By: 
Name: Michael Winters
Title: Vice President

TRADEMARK SECURITY AGREEMENT

OWNER	REGISTRATION NUMBER	TRADEMARK
Atlas Energy L.P.	4065555	Atlas Energy
Atlas Energy, L.P.	4216363	Atlas Energy
Atlas Energy, L.P.	4043933	A stylized "A" and a design of a derrick.
Atlas Energy, L.P.	4090913	A