

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlas Energy, L.P.		02/26/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Atlas Energy Group, LLC		
Street Address:	1000 Commerce Drive, 4th Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15275		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4043933	A	
Registration Number:	4065555	ATLAS ENERGY	
Registration Number:	4090913	A	
Registration Number:	4216363	ATLAS ENERGY	
CORRESPONDENCE DATA			
Fax Number:	8322393600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8322393786		
Email:	aeraimer@jonesday.com		
Correspondent Name:	Anna Raimer		
Address Line 1:	717 Texas Ave., Suite 3300		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	150763-600001		
NAME OF SUBMITTER:	Anna Raimer		
SIGNATURE:	/Anna Raimer/		
DATE SIGNED:	03/02/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

between

ATLAS ENERGY, L.P.

and

ATLAS ENERGY GROUP, LLC

regarding

**UNITED STATES SERVICE MARK REGISTRATION
NOS. 4043933, 4065555, 4090913, and 4216363**

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made this 26th day of February, 2015, by and between Atlas Energy, L.P., a Delaware limited partnership (“Assignor”) and Atlas Energy Group, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS Atlas Energy GP, LLC, a Delaware limited liability company and the general partner of Assignor, Assignor, and Assignee have entered into that certain Separation and Distribution Agreement, dated as of February 26, 2015 (the “Separation and Distribution Agreement”);

WHEREAS Assignor is the owner of United States trademark registrations for ATLAS ENERGY and an “A” Derrick Design, as set forth on Schedule A hereto, and any and all goodwill associate therewith (collectively, the “Atlas Marks”);

WHEREAS, pursuant to the Separation and Distribution Agreement, Assignor desires to assign any and all rights, including common law rights, it may have anywhere in the world in the Atlas Marks, including the exclusive right, title and interest in the Atlas Marks and the registrations 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. NO MODIFICATION: Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor and Assignee and their respective Affiliates under the Separation and Distribution Agreement. In the event of any inconsistency between the terms of the Separation and Distribution Agreement and the terms hereof, the terms of the Separation and Distribution Agreement shall govern.

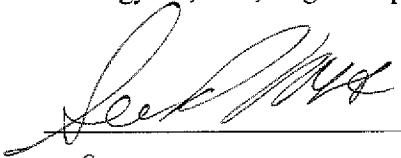
4. AMENDMENTS: This Assignment may not be altered, amended or modified except by written instrument signed by the parties hereto.

5. MISCELLANEOUS: This Assignment is executed by the Assignor and the Assignee and shall be binding upon such parties and their respective successors and assigns. This Assignment shall be subject to all applicable provisions of Article X (Miscellaneous) of the Separation and Distribution Agreement.

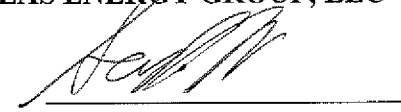
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day first above written.

ATLAS ENERGY, L.P.

By: Atlas Energy GP, LLC, its general partner

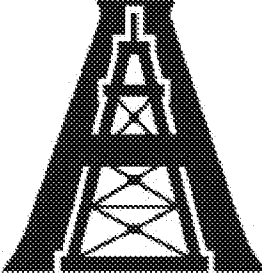
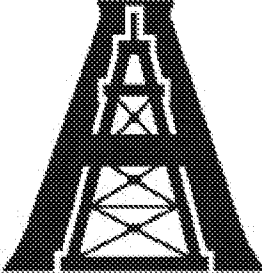
By: 
Name: Sean P. McGrath
Title: Chief Financial Officer

ATLAS ENERGY GROUP, LLC

By: 
Name: Sean P. McGrath
Title: Chief Financial Officer

[Signature Page to Assignment of Trademark Registration to Atlas Energy Group, LLC]

SCHEDULE A

	Mark	Reg. No.	Reg. Date	International Class/Services
1.		4043933	October 25, 2011	<p>35/ Business management of tax-advantaged energy investment partnerships that finance the exploration and development of natural gas.</p> <p>37/ Oil and gas drilling.</p> <p>40/ Production of natural gas and oil.</p> <p>42/ Oil and gas prospecting and exploration.</p>
2.	ATLAS ENERGY	4065555	December 6, 2011	<p>35/ Business management of tax-advantaged energy investment partnerships that finance the exploration and development of natural gas.</p> <p>37/ Oil and gas drilling.</p> <p>40/ Production of natural gas and oil.</p> <p>42/ Oil and gas prospecting and exploration.</p>
3.		4090913	January 24, 2012	36/ Formation, offering, and management of investment partnerships.
4.	ATLAS ENERGY	4216363	October 2, 2012	36/ Formation, offering, and management of investment partnerships related to the energy field, excluding venture capital services provided to information technology, e-commerce, internet, telecommunications, and life sciences companies.