

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM336763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlas Resource Partners, L.P.		02/23/2015	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4065556	ATLAS RESOURCES	
Registration Number:	4216364	ATLAS RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	042586-0024		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	03/31/2015		
Total Attachments: 5			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 23, 2015, is entered into by ATLAS RESOURCE PARTNERS, L.P., a Delaware limited partnership (“Grantor”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, in its capacity as collateral agent (the “Collateral Agent”) for the Lenders.

WHEREAS, the Grantor, the other “Grantors” party thereto, and the Collateral Agent are contemporaneously herewith entering into that certain Second Lien Security Agreement dated as of the date hereof (as such agreement may be amended, restated, modified or supplemented from time to time, the “Security Agreement”; capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement), pursuant to which Grantor is required to grant a security interest to the Collateral 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 Collateral Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby grants to the Collateral 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 Collateral 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 occurrence of the Discharge of the Second Lien Obligations and as otherwise provided in Section 2.3 of the Security Agreement, subject to the Security Agreement, the Collateral 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 Collateral 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 Collateral Agent and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Collateral 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.

6. Intercreditor Agreement.

Reference is made to the Intercreditor Agreement dated as of February 23, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Borrower, Wells Fargo Bank, National Association, as First Lien Collateral Agent (as defined therein), and Wilmington Trust, National Association, as Second Lien Collateral Agent (as defined therein). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Creditors hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.

IN WITNESS WHEREOF, Grantor and the Collateral 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 Energy Group, LLC,
its general partner

By: 

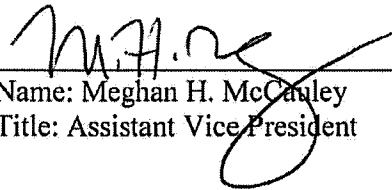
Name: Sean McGrath

Title: Chief Financial Officer

SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
ATLAS RESOURCE PARTNERS, L.P.

TRADEMARK
REEL: 005488 FRAME: 0760

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent**

By: 
Name: Meghan H. McCauley
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
ATLAS RESOURCE PARTNERS, L.P.

TRADEMARK
REEL: 005488 FRAME: 0761

SCHEDULE 1

SECOND LIEN TRADEMARK SECURITY AGREEMENT

Name of Grantor	Mark	U.S. Registration Number	Registration Date
Atlas Resource Partners, L.P.	ATLAS RESOURCES	4,065,556	December 6, 2011
Atlas Resource Partners, L.P.	ATLAS RESOURCES	4,216,364	October 2, 2012