

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360029

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EXCO RESOURCES, INC.		10/26/2015	CORPORATION: TEXAS
EXCO Holding (PA), Inc.		10/26/2015	CORPORATION: DELAWARE
EXCO Production Company (PA), LLC		10/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
EXCO Production Company (WV), LLC		10/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
EXCO Resources (XA), LLC		10/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
EXCO Services, Inc.		10/26/2015	CORPORATION: DELAWARE
EXCO Midcontinent MLP, LLC		10/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
EXCO Partners GP, LLC		10/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
EXCO Partners OLP GP, LLC		10/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
EXCO Operating Company, LP		10/26/2015	LIMITED PARTNERSHIP: DELAWARE
EXCO GP Partners Old, LP		10/26/2015	LIMITED PARTNERSHIP: DELAWARE
EXCO Holding MLP, Inc.		10/26/2015	CORPORATION: TEXAS
EXCO Land Company, LLC		10/26/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 SOUTH SIXTH STREET, 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:	3608738	EXCO

CH \$65.00 3608738

Property Type	Number	Word Mark
Registration Number:	3688388	EXCO

CORRESPONDENCE DATA

Fax Number: 6508385109

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.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	7491/81
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	10/26/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 26th day of October, 2015 by and among each of the Persons listed on the signature pages hereto as a Grantor (each such Person, together with any other Person that may become a party hereto as provided herein, individually, a "Grantor" and collectively, the "Grantors") and Wilmington Trust, National Association, as collateral trustee (in such capacity, together with its successors and assigns, the "Collateral Trustee") for the Parity Lien Secured Parties (as defined in the Collateral Trust Agreement referred to below).

WITNESSETH:

WHEREAS, each of the Grantors has agreed to execute and deliver this Agreement in connection with (x) that certain Term Loan Credit Agreement dated as of the date hereof, among EXCO Resources, Inc., a Texas corporation, as Borrower (the "Borrower"), certain Subsidiaries of Borrower, as Guarantors, the lenders from time to time party thereto (the "Lenders"), Collateral Trustee and Hamblin Watsa Investment Counsel Ltd., as Administrative Agent (in such capacity, together with its successor and assigns, the "Administrative Agent") (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to provide the Borrower with certain credit facilities in the form described therein, and (y) that certain Collateral Trust Agreement, dated as of the date hereof, among the Borrower, the Grantors and Guarantors from time to time party thereto, the Collateral Trustee, the Administrative Agent and the other Parity Lien Representatives (as defined in the Collateral Trust Agreement) from time to time party thereto (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), which agreement provides, in part, that the Collateral Trustee shall hold the Trademark Collateral (as defined below) under and subject to the terms and conditions set forth in the Collateral Trust Agreement for the benefit of the Parity Lien Secured Parties;

WHEREAS, on or after the date hereof certain Parity Lien Secured Parties may extend loans or other financing to the Borrower and the Grantors pursuant to certain Parity Lien Documents (as defined in the Collateral Trust Agreement) as in effect from time to time; and

WHEREAS, in order to secure the obligations under the Credit Agreement and any other Parity Loan Documents, each Grantor has agreed, among other things, to grant liens on and security interests in the Trademark Collateral (as defined below) to Collateral Trustee, for the benefit of the Parity Lien Secured Parties and, in furtherance of the foregoing, has agreed to execute and deliver this Agreement to Collateral Trustee;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement as in effect on the date hereof or in the Collateral Trust Agreement, as applicable. The rules of construction specified in Section 1.2 of the Collateral Trust Agreement also apply to this Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Trustee, on behalf of and for the ratable benefit of the Parity Lien Secured Parties, to secure the Parity Lien Obligations (as defined in the Collateral Trust Agreement), a continuing security interest (referred to in this Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications filed in the United States in connection therewith, in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License of Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License of Trademarks.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Parity Lien Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Parity Lien Obligations and would be owed by the Grantors to the Parity Lien Secured Parties whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Collateral Trustee, on behalf of and for the ratable benefit of the Parity Lien Secured Parties, pursuant to that certain Security Agreement, dated as of October 26, 2015, by and among the Grantors and the Collateral Trustee (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”). Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee and the Parity Lien Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any

inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. No failure of either party to modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Trustee's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COLLATERAL TRUSTEE. The Collateral Trustee hereunder shall at all times be the same Person that is the "Collateral Trustee" under the Collateral Trust Agreement. Notice of resignation by the "Collateral Trustee" pursuant to the Collateral Trust Agreement shall also constitute notice of resignation as the Collateral Trustee under this Agreement. Upon the acceptance of any appointment as the "Collateral Trust" under the Collateral Trust Agreement by a successor "Collateral Trustee," that successor "Collateral Trustee" shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Trustee pursuant hereto.

7. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Collateral Trustee has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

8. **CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. THIS AGREEMENT AND THE OTHER PARITY LIEN DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS). THE PROVISIONS OF THE COLLATERAL TRUST AGREEMENT UNDER THE HEADINGS "CONSENT TO JURISDICTION" AND "WAIVER OF JURY TRIAL" ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE COLLATERAL TRUST AGREEMENT.**

9. [RESERVED].

10. INTERCREDITOR AGREEMENT AND COLLATERAL TRUST AGREEMENT.

(a) Reference is made to the Intercreditor Agreement, dated as of October 26, 2015, between JPMorgan Chase Bank, N.A., as Priority Lien Agent (as defined therein), and Wilmington Trust, National Association, as Second Lien Collateral Agent (as defined therein) (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"). Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is

deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes and instructs (or is deemed to authorize and instruct) the Collateral Trustee on behalf of such Person to enter into the Intercreditor Agreement and perform its obligations in accordance with the Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person. The foregoing provisions are intended as an inducement to the lenders under the Priority Credit Agreement to extend credit to the Borrower and such lenders are intended third party beneficiaries of such provisions and the provisions of the Intercreditor Agreement.

(b) Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the applicable Security Documents (as defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

(c) The Collateral Trustee has been appointed to act as Collateral Trustee hereunder by the Parity Lien Secured Parties (excluding the Collateral Trustee). In furtherance of the provisions of this Agreement, each Parity Lien Secured Party (except the Collateral Trustee), by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Parity Lien Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Trustee for the benefit of the Parity Lien Secured Parties in accordance with the terms of this Agreement and the Collateral Trust Agreement.

(d) Notwithstanding anything herein to the contrary, (i) the Liens and Security Interest granted to the Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by the Collateral Trustee hereunder are each subject to the provisions of the Collateral Trust Agreement and (ii) prior to the Discharge of Priority Lien Obligations (as such term is defined in the Intercreditor Agreement), any obligation hereunder to physically deliver any Collateral to the Collateral Trustee hereunder shall be deemed satisfied by the delivery thereof to the Priority Lien Agent (as defined in the Intercreditor Agreement), acting as gratuitous bailee for the Collateral Trustee in accordance with the terms of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Collateral Trust Agreement, the provisions of the Collateral Trust Agreement shall control.

11. ENTIRE AGREEMENT. THIS AGREEMENT, THE COLLATERAL TRUST AGREEMENT, THE INTERCREDITOR AGREEMENT AND THE OTHER PARITY LIEN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES HERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES HERETO.

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

GRANTORS:

EXCO RESOURCES, INC.

By: William L. Boeing
Name: William L. Boeing
Title: Vice President, General Counsel and Secretary

**EXCO HOLDING (PA), INC.
EXCO PRODUCTION COMPANY (PA), LLC
EXCO PRODUCTION COMPANY (WV), LLC
EXCO RESOURCES (XA), LLC
EXCO SERVICES, INC.
EXCO MIDCONTINENT MLP, LLC
EXCO PARTNERS GP, LLC
EXCO PARTNERS OLP GP, LLC
EXCO HOLDING MLP, INC.
EXCO LAND COMPANY, LLC**

By: William L. Boeing
Name: William L. Boeing
Title: Vice President, General Counsel and Secretary

EXCO OPERATING COMPANY, LP

By: EXCO Partners OLP GP, LLC,
its general partner

By: William L. Boeing
Name: William L. Boeing
Title: Vice President, General Counsel and Secretary

EXCO GP PARTNERS OLD, LP


By: EXCO Partners GP, LLC,
its general partner

By: William L. Boeing

Name: William L. Boeing

Title: Vice President, General Counsel and Secretary

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as the Collateral Trustee

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

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

GRANTOR	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
EXCO Resources, Inc.	September 15, 2008	3608738	April 21, 2009
EXCO Resources, Inc.	September 15, 2008	3688388	September 29, 2009