

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATLAS ENERGY GROUP, LLC		03/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RIVERSTONE CREDIT PARTNERS, L.P., as the Second Lien Administrative Agent		
Street Address:	712 FIFTH AVENUE, 36TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Partnership: CAYMAN ISLANDS		
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:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	056855-0001		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	04/01/2016		
Total Attachments: 5			

OP \$115.00 4065555

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 30, 2016, is entered into by ATLAS ENERGY GROUP, LLC, a Delaware limited liability company ("Grantor"), and RIVERSTONE CREDIT PARTNERS, L.P., in its capacity as administrative agent (the "Second Lien Administrative Agent") for the Lenders (as defined in the Credit Agreement (defined below)).

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Second Lien Credit Agreement dated as of March 30, 2016, among Grantor, New Atlas Holdings, LLC, a Delaware limited liability company (the "Borrower"), the Second Lien Administrative Agent and the other lenders party thereto from time to time (as such agreement may be amended, restated, modified, supplemented or modified from time to time, the "Credit Agreement") or that certain Security Agreement dated as of the date hereof among Grantor, the other "Grantors" party thereto and the Second Lien 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 Second Lien 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 Second Lien Administrative Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby grants to the Second Lien 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 Second Lien 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 Second Lien Administrative Agent shall, at Grantor's sole cost and expense, upon the written request of the Grantor (which written

request, if pursuant to Section 2.3 of the Security Agreement, shall include a certification by the Grantor stating that such event or transaction is in compliance with the Credit Agreement and the other Loan Documents), 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. Intercreditor Agreement

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Second Lien Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Administrative Agent hereunder are subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

4. 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 Second Lien 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.

5. Governing Law.

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

6. Successors and Assigns.

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

7. Counterparts.

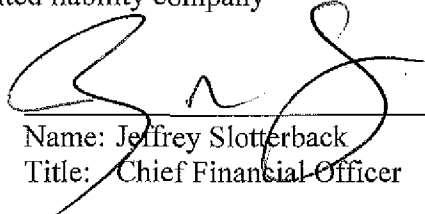
This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature 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.

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IN WITNESS WHEREOF, Grantor and the Second Lien Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ATLAS ENERGY GROUP, LLC, a Delaware limited liability company

By: 
Name: Jeffrey Slotterback
Title: Chief Financial Officer

[Signature Page]

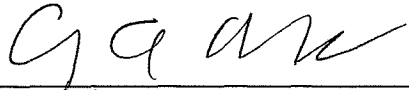
SECOND LIEN TRADEMARK SECURITY AGREEMENT
ATLAS ENERGY GROUP, LLC

TRADEMARK
REEL: 005763 FRAME: 0186

RIVERSTONE CREDIT PARTNERS, L.P.,
as the Second Lien Administrative Agent

By: RCP F1 GP, L.P., its general partner

By: RCP F1 GP, L.L.C., its general partner

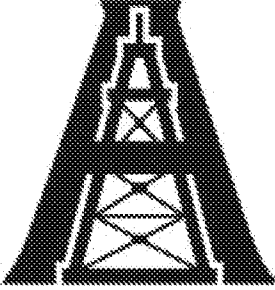
By: 
Name: Christopher A. Abbate
Title: Managing Director

[Signature Page]

SECOND LIEN TRADEMARK SECURITY AGREEMENT
ATLAS ENERGY GROUP, LLC

TRADEMARK
REEL: 005763 FRAME: 0187

TRADEMARKS

OWNER	REGISTRATION NUMBER	TRADEMARK
Atlas Energy Group, LLC	4065555	ATLAS ENERGY
Atlas Energy Group, LLC	4216363	ATLAS ENERGY
Atlas Energy Group, LLC	4043933	
Atlas Energy Group, LLC	4090913	