

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389532

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aria Energy Operating LLC		06/28/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Collateral Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>Internal Address:</b>	27th floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4956668	ARIA	
<b>Registration Number:</b>	4956667	ARIA	
<b>Registration Number:</b>	4960966	ARIA	
<b>Registration Number:</b>	4961040	ARIA ENERGY	
<b>Registration Number:</b>	4969496	ARIA	
<b>Serial Number:</b>	86430461	ARIA ENERGY	
<b>Serial Number:</b>	86430457	ARIA ENERGY	
<b>Serial Number:</b>	86430451	ARIA ENERGY	
<b>Serial Number:</b>	86430448	ARIA ENERGY	
<b>Serial Number:</b>	86385400	ARIA	
<b>Serial Number:</b>	86385389	ARIA	
<b>Serial Number:</b>	86430453	ARIA ENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212-906-1200		
<b>Email:</b>	angela.amaru@lw.com		
<b>TRADEMARK</b>			

CH \$315.00 4956668

**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

**NAME OF SUBMITTER:** Angela M. Amaru

**SIGNATURE:** /S/ Angela M. Amaru

**DATE SIGNED:** 06/28/2016

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 28, 2016 (this "**Agreement**"), is made by ARIA ENERGY OPERATING LLC, a Delaware limited liability company (the "Grantor") in favor of BARCLAYS BANK PLC, in its capacity as collateral agent for the Secured Parties, (in such capacity as collateral agent, together with its successors in such capacity, the "**Collateral Agent**").

WHEREAS, the Grantor entered into a Guarantee and Collateral Agreement dated as of May 27, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**") between the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

**SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Guarantee and Collateral Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing Lien on all of such Grantor's right, title and interest in, to and under the following property (collectively, the "**Trademark Collateral**");

The trademark and service mark registrations and applications for registration thereof listed on Schedule A attached hereto and all extensions and renewals of any of the foregoing.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest or Lien granted under Section 2.1 hereto attach to any "intent to use" trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed (it being understood that upon the filing of such statement of use or amendment to allege use, a security interest will attach to such trademark and service mark applications and any and all trademark and service mark registrations that issue therefrom)

### **SECTION 3. Guarantee and Collateral Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the First Lien Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

### **SECTION 5. Execution in Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


ARIA ENERGY OPERATING LLC,  
as Grantor

By: Kimberly O. Boler  
Name: Kimberly Boler  
Title: Vice President, General Counsel

*[Signature page to Trademark Security Agreement]*

Accepted and Agreed:

**BARCLAYS BANK PLC,**  
as Collateral Agent






By: 

Name: Clara Campbell  
Title: Managing Director

*[Signature page to Trademark Security Agreement]*


**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK APPLICATIONS**

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	ARIA ENERGY 	86430461 10/21/2014	---	Pending	Aria Energy Operating LLC
2.	ARIA ENERGY 	86430457 10/21/2014	---	Pending	Aria Energy Operating LLC
3.	ARIA ENERGY 	86430451 10/21/2014	---	Pending	Aria Energy Operating LLC
4.	ARIA ENERGY 	86430448 10/21/2014	---	Pending	Aria Energy Operating LLC
5.	ARIA	86385400 9/4/2014	---	Pending	Aria Energy Operating LLC
6.	ARIA	86385389 9/4/2014	---	Pending	Aria Energy Operating LLC
7.	ARIA ENERGY 	86430453 10/21/2014	---	Pending	Aria Energy Operating LLC

**TRADEMARK REGISTRATIONS**

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	ARIA	86385395 9/4/2014	4956668 5/10/2016	Registered	Aria Energy Operating LLC
2.	ARIA	86385380 9/4/2014	4956667 5/10/2016	Registered	Aria Energy Operating LLC
3.	ARIA	86385404 9/4/2014	4960966 5/17/2016	Registered	Aria Energy Operating LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
4.	ARIA ENERGY 	86430466 10/21/2014	4961040 5/17/2016	Registered	Aria Energy Operating LLC
5.	ARIA	86385384 9/4/2014	4969496 5/31/2016	Registered	Aria Energy Operating LLC