

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398211

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Atlas Resource Partners, L.P.		09/01/2016	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Titan Energy Operating, LLC		
<b>Street Address:</b>	1845 Walnut Street		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4065556	ATLAS RESOURCES	
<b>Registration Number:</b>	4216364	ATLAS RESOURCES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	prosecutiondocketing@paulhastings.com		
<b>Correspondent Name:</b>	Paul Hastings LLP		
<b>Address Line 1:</b>	4747 Executive Dr		
<b>Address Line 2:</b>	12th Floor		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	95158.00002		
<b>NAME OF SUBMITTER:</b>	Laura C. Yip		
<b>SIGNATURE:</b>	/Laura C. Yip/		
<b>DATE SIGNED:</b>	09/12/2016		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is made and entered into effective as of September 1, 2016 by and between Atlas Resource Partners, L.P., a Delaware limited partnership having a principal place of business at 1845 Walnut Street, Suite 1000, Philadelphia, PA 19103 ("*Assignee*") and Titan Energy Operating, LLC, a Delaware limited liability company having a principal place of business at 1845 Walnut Street, Suite 1000, Philadelphia, PA 19103 ("*Assignor*").

WHEREAS, Assignor and Assignee are parties to that certain Confirmation Order, which confirms the Plan of Reorganization (as defined in that certain Third Amended and Restated Credit Agreement dated as of September 1, 2016, by and among Titan Energy Operating, LLC, as Borrower, Titan Energy, as Parent, the lenders party thereto from time to time and Wells Fargo Bank, National Association, as Administrative Agent (the "*Credit Agreement*")), pursuant to which Assignor has agreed to contribute to Assignee and Assignee has agreed to receive from Assignor various assets, including without limitation, the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Agreement, the payment of \$1 from Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the trademarks set forth on Schedule A (the "*Marks*"), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **GENERAL.**

3.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

3.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**“Assignee”**

TITAN ENERGY OPERATING, LLC,  
a Delaware limited liability company

By: 

Name: Jeffrey Slotterback

Title: Chief Financial Officer

**“Assignor”**

ATLAS RESOURCE PARTNERS, L.P.,  
a Delaware limited partnership

By: 

Name: Jeffrey Slotterback

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK**  
**REEL: 005875 FRAME: 0660**

**SCHEDULE A**

**MARKS**

<b>Registration / Serial Number</b>	<b>Mark</b>
4,065,556	ATLAS RESOURCES
4,216,364	ATLAS RESOURCES