

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413050

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Transfer of Security Interest Reel/Frame 5863/0529		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citibank, N.A.		01/13/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Savings Fund Society		
<b>Street Address:</b>	500 Delaware Avenue		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4362634	EP ENERGY	
<b>Registration Number:</b>	4931091	HELP EP ENERGY HAND PLACEMENT & PROTECTI	
<b>Registration Number:</b>	4939348	H HAND PLACEMENT & PROTECTION E EYES ONP	
<b>Registration Number:</b>	4889100	HELP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>	2127288000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Amir Ghavi c/o Willkie Farr & Gallagher		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	124134.00003AG		
<b>NAME OF SUBMITTER:</b>	Amir Ghavi		
<b>SIGNATURE:</b>	/amirghavi/		
<b>DATE SIGNED:</b>	01/20/2017		
<b>Total Attachments: 4</b> source=58630529#page1.tif			

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**TRANSFER OF SECURITY INTEREST  
REEL/FRAME 5863/0529**

This TRANSFER OF SECURITY INTEREST (this "Transfer"), dated as of January 13, 2017 (the "Effective Date"), is executed by Citibank, N.A. (the "Prior Agent"), in its capacity as collateral agent under the Loan Documents, and Wilmington Savings Fund Society (the "Successor Agent"), in its capacity as successor collateral agent under the Loan Documents.

WHEREAS, pursuant to that certain Term Loan Agreement, dated as of April 24, 2012, among EP Energy LLC (the "Borrower"), the Prior Agent and certain other parties thereto (as amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the date hereof, the "Credit Agreement"), the Prior Agent and the Borrower entered into that certain Notice of Grant of Security Interest in Trademarks, dated as of August 24, 2016 (the "Trademark Security Agreement"), pursuant to which the Borrower granted a security interest in and to certain collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 24, 2016 at Reel/Frame 5863/0529, with respect to the trademarks identified on Schedule A attached hereto;

WHEREAS, the Prior Agent, the Successor Agent, the Borrower and the Other Credit Parties have entered into that certain Agency Successor Agreement, dated as of January 13, 2017 (the "Agency Successor Agreement"), whereby the Prior Agent resigned as administrative agent and collateral agent under the Loan Documents and is succeeded to and replaced by the Successor Agent as successor administrative agent and collateral agent under the Loan Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Credit Agreement.
2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Agency Successor Agreement, the Prior Agent has ceased to be administrative agent and collateral agent under the Loan Documents and is succeeded to and replaced by the Successor Agent as administrative agent and collateral agent under the Loan Documents. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the collateral originally granted to the Prior Agent, in its capacity as collateral agent, under the Trademark Security Agreement, which security interest is now succeeded by and transferred to the Successor Agent, in its capacity as successor collateral agent.

IN WITNESS WHEREOF, the parties have executed this Transfer effective as of the Effective  
Date:

**CITIBANK, N.A.**

By: Joseph Ruffini

Name: Joseph Ruffini

Title: Vice President

**WILMINGTON SAVINGS FUND SOCIETY,  
FSB**

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties have executed this Transfer effective as of the Effective  
Date:

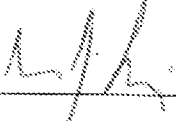
**CITIBANK, N.A.**

By: \_\_\_\_\_

Name:

Title:

**WILMINGTON SAVINGS FUND SOCIETY,  
FSB**

By:  \_\_\_\_\_

Name:

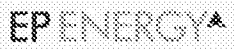

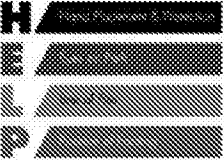

**Geoffrey J. Lewis  
Vice President**

Title:

Schedule I  
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by EP Energy LLC

*U.S. Trademark Registrations*

Mark	Registration No.	Registration Date
 Design mark	4,362,634	7/9/13
 Design mark	4,931,091	4/5/16
 Design mark	4,939,348	4/19/16
 Design mark	4,889,100	1/19/16