

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN ENERGY - PERMIAN BASIN, LLC		10/16/2019	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:	Bank: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5079918	PERMIAN RESOURCES	
Registration Number:	5206201		
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1143240 TM		
NAME OF SUBMITTER:	Wenny Zhu		
SIGNATURE:	/Wenny Zhu/		
DATE SIGNED:	10/21/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT, dated as of October 16, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made among **AMERICAN ENERGY – PERMIAN BASIN, LLC** (the “**Grantor**”) and **WILMINGTON TRUST, NATIONAL ASSOCIATION** (“**Wilmington Trust**”), as Collateral Trustee (in such capacity and together with its successors in such capacity, the “**Collateral Trustee**”) for the Priority Lien Secured Parties.

WHEREAS, the Grantor is party to the Collateral Agreement, dated as of October 16, 2019 (the “**Collateral Agreement**”), among American Energy – Permian Basin, LLC, the other grantors and pledgors party thereto from time to time and the Collateral Trustee, pursuant to which the Grantor granted a security interest to the Collateral Trustee in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

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 Trustee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Priority Lien Obligations, the Grantor hereby pledges to the Collateral Trustee, its successors and permitted assigns, for the benefit of the Priority Lien Secured Parties, and hereby grants to the Collateral Trustee, its successors and permitted assigns, for the benefit of the Priority Lien Secured Parties, a continuing security interest in, all of the Grantor’s right, title and interest in and to any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all registration and recording applications filed in connection therewith in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule A under the heading “Trademark Registrations and Applications” and (b) all goodwill associated therewith or symbolized thereby.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Section 2 attach to any United States “intent to use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the Grantor’s right, title or interest therein or any

registration that issues from such intent to use application under applicable federal law, provided, however, that the security interest granted under this Section 2 shall immediately attach to, and the Trademark Collateral shall immediately include, any such asset (or portion thereof) upon such asset (or such portion) ceasing to be Excluded Assets.

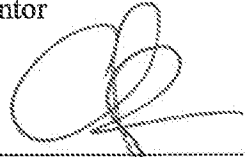
SECTION 3. Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Trustee, for the benefit of the Priority Lien Secured Parties, pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

SECTION 5. 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.

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.

AMERICAN ENERGY - PERMIAN BASIN,
LLC, as Grantor



By: _____

Name: Gregory D. Patrinely
Title: Executive Vice President and Chief
Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006775 FRAME: 0474

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Trustee

By:

Name:

Title:


Jane Schweiger
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006775 FRAME: 0475

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

	Trademark	Registration Number	Registration Date	Owner
1.	Permian Resources	5,079,918	November 8, 2016	Permian Resources, LLC (n/k/a American Energy – Permian Basin, LLC)
2.	Permian Resources Logo	5,206,201	May 16, 2017	Permian Resources, LLC (n/k/a American Energy – Permian Basin, LLC)