

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Agency Resignation and Assignment of Intellectual Property Security Agreements		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		12/06/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	UMB Bank, National Association		
Street Address:	120 South Sixth Street		
Internal Address:	Suite 1400		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4362634	EP ENERGY	
Registration Number:	4931091	HELP EP ENERGY HAND PLACEMENT & PROTECTI	
Registration Number:	4939348	H HAND PLACEMENT & PROTECTION E EYES ONP	
Registration Number:	4889100	HELP	
CORRESPONDENCE DATA			
Fax Number:	2028428465		
<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:	2022305648		
Email:	dctrademarks@dbr.com		
Correspondent Name:	Jennifer T. Criss		
Address Line 1:	1500 K Street, NW, Suite 1100		
Address Line 2:	Drinker Biddle & Reath LLP		
Address Line 4:	Washington, D.C. 20005-1209		
NAME OF SUBMITTER:	Karen M. Spina		
SIGNATURE:	/Karen M. Spina/		
DATE SIGNED:	12/09/2019		

OP \$115.00 4362634

Total Attachments: 6

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**NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF INTELLECTUAL
PROPERTY SECURITY AGREEMENTS**

EP Energy LLC

THIS NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS (this "Assignment") is made and entered into as of December 6, 2019 by **Wilmington Trust, National Association**, as the resigning collateral agent (in such capacity, "Assignor"), in favor of **UMB Bank, National Association**, a national banking association with an address 120 South Sixth Street, Suite 1400, Minneapolis, MN 55402, as the successor collateral agent (in such capacity, "Assignee"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings as specified or otherwise used in the Agency Assignment (as defined below).

W I T N E S S E T H

WHEREAS, in connection with the issuance of those certain 7.750% Senior Secured Notes due 2026 (the "Notes"), Assignor is party to that certain Collateral Agreement dated as of May 23, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among EP Energy LLC ("EP"), the other pledgors party thereto (each, a "Pledgor", and collectively, the "Pledgors"), and Assignor;

WHEREAS, pursuant to (i) the Collateral Agreement and (ii) a certain Notice of Grant of Security Interest in Trademarks by EP in favor of Assignor dated as of May 23, 2018 and recorded at the United States Patent and Trademark Office ("USPTO") on May 23, 2018 at Reel/Frame 6335/0001 (collectively with the Collateral Agreement, the "Intellectual Property Security Agreements"), the Pledgors granted to Assignor a continuing security interest in and to all of the Intellectual Property (as defined in the Collateral Agreement), including but not limited to the trademarks set forth on Schedule I (the "Trademarks");

WHEREAS, pursuant to that certain Agreement of Resignation, Appointment and Acceptance ("Agency Assignment"), dated as of October 3, 2019, among the Pledgors, the other parties thereto, Assignor and Assignee, Assignor resigned as Trustee, Registrar, Paying Agent, Notes Custodian and Notes Collateral Agent under the Indenture and the Security Documents, as Notes Facility Agent and Applicable Second Lien Agent under the Senior Priority Lien Intercreditor Agreement, as Other First-Priority Lien Obligations Agent under the Additional Priority Lien Intercreditor Agreement, the Senior Lien Intercreditor Agreement, and the Priority Lien Intercreditor Agreement, and as successor for any other capacity in which the Assignor serves, solely with respect to the Notes, and Assignee accepted its appointment as such;

WHEREAS, pursuant to the Agency Assignment, Assignor assigned to Assignee all of Assignor's right, title, and interest under any of the Indenture, the Security Documents, and the related transaction documents (the "Assigned Security Interests"), including, without limitation, all of the rights, title, and interests held by Assignor pursuant to the Intellectual Property Security Agreements, and Assignee assumed the Assigned Security Interests, for its

benefit and for the benefit of the Secured Parties (including the Assignor), including, without limitation, all such rights, title and interests pursuant to the Intellectual Property Security Agreements; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the resignation of Assignor as the Notes Collateral Agent, the appointment of Assignee as the Notes Collateral Agent, and the assignment by Assignor to Assignee of the Intellectual Property Security Agreements.

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

1. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties (including Assignor) all of its right, title and interest in, to and under the Intellectual Property Security Agreements, including, without limitation, its security interest in, and Lien on, the Intellectual Property, including but not limited to the Trademarks set forth in Schedule I, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and Lien. Assignor, Assignee, and EP acknowledge and agree that this Assignment is only with respect to the Intellectual Property Security Agreements; any other lien or security interest that Assignor may have in the intellectual property of EP is not being assigned to Assignee as part of this Assignment; provided, however, notwithstanding the foregoing, Assignor reserves its rights with respect to the Assigned Security Interests as provided in paragraph 7 of the Agency Assignment.

2. Recordation. Assignor and Assignee hereby authorize the USPTO to record this Assignment.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

Wilmington Trust, National Association
as the resigning collateral agent

By: 

Name: Rita Marie Fitrovato

Title: Vice President

ACCEPTED AND AGREED

as of the date above first written:

ASSIGNEE:

UMB Bank, National Association,
as the successor collateral agent

By: *Mark J. Kaua*

Name: *MARK J. KAUA*

Title: *Senior Vice President*

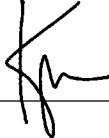
ACCEPTED AND AGREED

as of the date above first written:

EP ENERGY LLC

as Pledgor

By: _____







Name: Kyle McCuen

Title: Chief Financial Officer

Schedule I

TRADEMARKS

Registered Owner	Mark	Country	Application No./ Reg. No.	App. Date/Reg. Date	Status
EP Energy LLC	Design mark 	US	76/712,797 4,362,634	11/07/12 7/9/13	Registered
EP Energy LLC	 Design mark	US	86/659,028 4,931,091	6/11/15 4/5/16	Registered
EP Energy LLC	 Design mark	US	86/684,022 4,939,348	7/6/15 4/19/16	Registered
EP Energy LLC	 Design mark	US	86/660,388 4,889,100	6/12/15 1/19/16	Registered