

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557061

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wilmington Trust, National Association, as the resigning collateral agent		01/09/2020	Bank:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BOKF, N.A., as the successor collateral agent		
<b>Street Address:</b>	1600 Broadway		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4272974	EP ENERGY	
<b>Registration Number:</b>	4273101		
<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>	2147467777		
<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>	2147467700		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Libby Vinson		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	200 Crescent Court, Suite 300		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	Libby Vinson-42780.0004		
<b>NAME OF SUBMITTER:</b>	Libby Vinson		

CH \$165.00 4272974

<b>SIGNATURE:</b>	/Libby Vinson/
<b>DATE SIGNED:</b>	01/10/2020
<b>Total Attachments: 6</b> source=EP - Assignment of IP Security Agreement (1.25L Notes) Executed#page1.tif source=EP - Assignment of IP Security Agreement (1.25L Notes) Executed#page2.tif source=EP - Assignment of IP Security Agreement (1.25L Notes) Executed#page3.tif source=EP - Assignment of IP Security Agreement (1.25L Notes) Executed#page4.tif source=EP - Assignment of IP Security Agreement (1.25L Notes) Executed#page5.tif source=EP - Assignment of IP Security Agreement (1.25L Notes) Executed#page6.tif	

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

**THIS NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Assignment") is made and entered into as of January 9, 2020 by **Wilmington Trust, National Association**, as the resigning collateral agent (in such capacity, "Assignor"), in favor of **BOKF, N.A.** with an address 1600 Broadway, 3rd Floor, Denver, CO 80202, as the successor collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Collateral Agreement, dated as of November 29, 2016 (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, (ii) the Notice of Grant of Security Interest in Trademarks made by EP Energy Global LLC in favor of Assignor recorded at the United States Patent and Trademark Office (the "USPTO") on December 1, 2016 at Reel/Frame 5931/0532 and (iii) the Notice of Grant of Security Interest in Trademarks by EP Energy LLC in favor of Assignor recorded at the USPTO on December 1, 2016 at Reel/Frame 5931/0539 (collectively, the "Intellectual Property Security Agreements"), the Pledgors granted to Assignor a continuing security interest in and to all of their intellectual property in patents and trademarks, including the patents and trademarks set forth on Schedule I (the "Intellectual Property"); and

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 Notes Facility Agent and Applicable Second Lien Agent with respect to the 8.00% Senior Secured Notes due 2024 (the "Notes") under the Additional Priority Lien Intercreditor Agreement, as Other First-Priority Lien Obligations Agent under 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 under the Notes, and Assignor assigned to Assignee each of the Liens and security interests granted to the Assignor under the Notes, any other Note Documents, Uniform Commercial Code financing statements (or other financing statements) filed by the Assignor on behalf of itself and the secured parties under the Note Documents in connection with the Notes and the other Note Documents, including, without limitation, all Liens with respect to intellectual property Collateral filed with the USPTO;

WHEREAS, pursuant to the Agency Assignment, Assignee assumed all Assigned Security Interests, for its benefit and for the benefit of the Secured Parties, and all such rights, title and interests as secured party or lien holder or in connection with the Assigned Security Interests and such financing statements;

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the resignation of Assignor as the Collateral Agent, the appointment of Assignee as the 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:

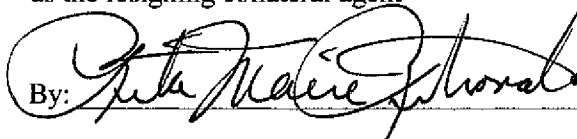
1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings as specified or otherwise used in the Agency Assignment.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Collateral Agreement and the Intellectual Property Security Agreements, including, without limitation, its security interest in, and Lien on, the Intellectual Property, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and Lien.
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: 

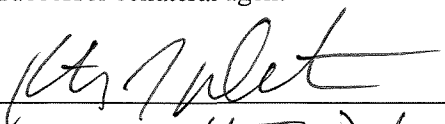
Name: Rita Marie Ritrovato, CCTS

Title: Vice President

**ACCEPTED AND AGREED**  
as of the date above first written:

**ASSIGNEE:**

**BOKF, N.A.**  
as the successor collateral agent

By: 

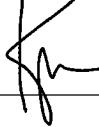
Name: Kenneth J. Dotson

Title: SVP

**ACCEPTED AND AGREED**

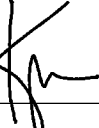
as of the date above first written:

**EP Energy LLC,**  
as Pledgor

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

Name: Kyle McCuen  
Title: Chief Financial Officer






**EP Energy Global 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 Global LLC (f/k/a EP Energy, L.L.C.)	EP ENERGY (Word Mark)	US	85/390,883 4,272,974	08/05/11 1/8/13	Registered
EP Energy Global LLC (f/k/a EP Energy L.L.C.)	 Triangle design mark	US	85/435,578 4,273,101	09/29/11 1/8/13	Registered
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