

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ANTERO RESOURCES CORPORATION		11/04/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.		
<b>Street Address:</b>	2200 Ross Avenue, 8th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Association bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3081917	ANTERO RESOURCES	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(214)855-8200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-855-8000		
Email:	cholland@fulbright.com		
Correspondent Name:	Erin Frazier		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	10605975		
NAME OF SUBMITTER:	Erin Frazier		
Signature:	/Erin Frazier/		
Date:	11/12/2010		

OP \$40.00 3081917

**Total Attachments: 5**

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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This Amended and Restated Trademark Security Agreement (this "Agreement"), is dated as of November 4, 2010, made by **ANTERO RESOURCES CORPORATION**, a Delaware corporation (the "Grantor") in favor of **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH

WHEREAS, the Grantor is party to a certain Second Amended and Restated Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") dated as of November 4, 2010, among Grantor, certain of the Grantor's affiliates and the Administrative Agent;

WHEREAS, the Grantor is a party to that certain Trademark Security Agreement, dated as of January 14, 2009, in favor of Administrative Agent for the benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Existing Trademark Agreement"); and

WHEREAS, the parties hereto have agreed to amend and restate the Existing Trademark Agreement in connection with entering into the Security Agreement and the Credit Agreement (as defined below).

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into that certain Fourth Amended and Restated Credit Agreement dated as November 4, 2010, by and among Grantor, Antero Resources Appalachian Corporation, Antero Resources Piceance Corporation and Antero Resources Pipeline Corporation, as Borrowers, certain subsidiaries of the Borrowers, as guarantors, the lenders from time to time party thereto and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Grantor hereby agrees with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following property of such Grantor:

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the Administrative Agent's security interest in any Trademarks pursuant to the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Restatement; No Novation, Etc. The terms and conditions of the Existing Trademark Agreement are amended as set forth in, and restated in their entirety and superseded by, this Agreement. Nothing in this Agreement shall be deemed to be or constitute a novation of any of the security interests or liens, obligations and liabilities existing under the Existing Trademark Agreement. This Agreement renews, extends and continues all security interests and liens existing under the Existing Trademark Agreement.

*[signature page follows]*

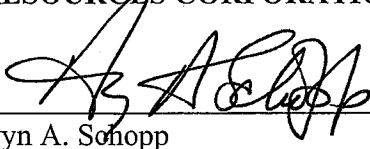
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ANTERO RESOURCES CORPORATION**

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

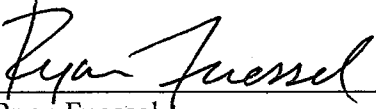
Name: Alwyn A. Schopp

Title: Treasurer and Vice President, Administration and Accounting



ACCEPTED AND AGREED:

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent

By:   
Name: Ryan Fuessel  
Title: Authorized Officer

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

“Antero Resources” as the Service Mark of Antero Resources Corporation Reg. No. 3,081,917 filed on the Principal Register of the United States Patent and Trademark Office registered April 18, 2006.