

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM721880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Range Resources Corporation		04/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3612052	R	
Registration Number:	4178938	R RANGE RESOURCES	
Registration Number:	5456637	R RANGE RESOURCES	
Registration Number:	3711110	R RANGE RESOURCES	
Registration Number:	3711109	RANGE RESOURCES	
Registration Number:	5456636	MY RANGE RESOURCES	
Registration Number:	4189721	R	
Registration Number:	4178935	R	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chris R. Andersen		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	1000219714		
NAME OF SUBMITTER:	Chris Andersen		

OP \$215.00 3612052

SIGNATURE:	/chris andersen/
DATE SIGNED:	04/18/2022
Total Attachments: 7 source=JPM_Range - [Executed] A&R Trademark Security Agreement (April 14, 2022)#page1.tif source=JPM_Range - [Executed] A&R Trademark Security Agreement (April 14, 2022)#page2.tif source=JPM_Range - [Executed] A&R Trademark Security Agreement (April 14, 2022)#page3.tif source=JPM_Range - [Executed] A&R Trademark Security Agreement (April 14, 2022)#page4.tif source=JPM_Range - [Executed] A&R Trademark Security Agreement (April 14, 2022)#page5.tif source=JPM_Range - [Executed] A&R Trademark Security Agreement (April 14, 2022)#page6.tif source=JPM_Range - [Executed] A&R Trademark Security Agreement (April 14, 2022)#page7.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made this 14th day of April, 2022 by and among Range Resources Corporation, a Delaware corporation, as Borrower (the “Borrower”), each of the Persons listed on the signature pages hereto as a Grantor (each such Person and the Borrower, together with any other Person that may become a party hereto as provided herein, individually, a “Grantor” and collectively, the “Grantors”) and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, the Grantors, the Administrative Agent and the other parties thereto are party to that certain Trademark Security Agreement, dated as of April 13, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Existing Agreement”);

WHEREAS, pursuant to that certain Seventh Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among the Borrower, certain subsidiaries of the Borrower as guarantors (the “Guarantors”), the lenders from time to time party thereto (each, individually, a “Lender” and collectively, the “Lenders”), and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, each of the Grantors has agreed to amend and restate the Existing Agreement by executing this Agreement in connection with the Credit Agreement; and

WHEREAS, it is the intent of the parties hereto that this Agreement shall not constitute a novation of the obligations and liabilities existing under the Existing Agreement or evidence satisfaction of any of such obligations and that this Agreement shall amend and restate in its entirety the Existing Agreement and re-evidence the obligations of the Grantors outstanding thereunder.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Agreement as the “Security Interest”) in all of such Grantor’s right, title

and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications filed in the United States in connection therewith, in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark (each such agreement, a “Trademark License” and collectively, the “Trademark Licenses”); and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

Notwithstanding the foregoing, the Trademark Collateral shall not include any “Excluded Property,” as defined in the Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors to the Lenders whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, pursuant to that certain Security Agreement, dated as of the date hereof, by and among the Grantors and the Administrative Agent (the “Security Agreement”). Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. No failure of either party to modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Administrative Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

7. **CHOICE OF LAW. THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).**

8. **INCORPORATION OF CREDIT AGREEMENT PROVISIONS.** Sections 13.12 and 13.13 of the Credit Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.

9. **Amendment and Restatement; Ratification.** Each of the Grantors hereby (a) ratifies and affirms its obligations under the Existing Agreement, as amended and restated herein, (b) agrees that all of the liens and security interests granted to secure the Obligations hereunder, and which were created by and existing under the Existing Agreement shall continue to be valid and subsisting liens and security interests securing the obligations under the Credit Agreement, and the other Loan Documents, (c) agrees that the Existing Agreement and the liens and security interests granted to secure the Obligations hereunder and created thereunder shall remain in full force and effect, as amended and restated herein, and (d) agrees that all rights, titles, interests, liens and security interests granted to secure the Obligations hereunder and existing under the Existing Agreement are renewed, extended, carried forward and conveyed hereby to secure all of the obligations of the Grantors under the Credit Agreement, and the other Loan Documents.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

RANGE RESOURCES CORPORATION
RANGE RESOURCES-PINE MOUNTAIN, INC.
RANGE RESOURCES - APPALACHIA, LLC
RANGE PRODUCTION COMPANY, LLC
RANGE RESOURCES-MIDCONTINENT, LLC
RANGE RESOURCES - LOUISIANA, INC.

By: Mark S. Scucchi
Name: Mark S. Scucchi
Title: Senior Vice President -- Chief Financial
Officer and Treasurer

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

By: 



Name: Michael Kamauf

Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARK	GRANTOR	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
R & design (black & white) 	Range Resources Corporation	September 18, 2008	3612052	April 28, 2009
R RANGE RESOURCES & Design 	Range Resources Corporation	November 28, 2011	4178938	July 24, 2012
R RANGE RESOURCES & Design 	Range Resources Corporation	March 22, 2017	5456637	May 1, 2018
R RANGE RESOURCES & Design 	Range Resources Corporation	September 18, 2008	3711110	November 17, 2009
RANGE RESOURCES	Range Resources Corporation	September 18, 2008	3711109	November 17, 2009
MY RANGE RESOURCES	Range Resources Corporation	March 22, 2017	5456636	May 1, 2018

TRADEMARK	GRANTOR	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
R & design (color) 	Range Resources Corporation	November 28, 2011	4189721	August 14, 2012
R & design (black & white) 	Range Resources Corporation	November 28, 2011	4178935	July 24, 2012