

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379006

| | | | |
|---|--------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Rex Energy Operating Corp. | | 03/31/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Savings Fund Society, FSB | | |
| Street Address: | 500 Delaware Avenue | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19801 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3132973 | REX ENERGY | |
| Registration Number: | 3132974 | REX ENERGY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2149999009 | | |
| <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: | 214-969-1700 | | |
| Email: | laura.johnson@tklaw.com | | |
| Correspondent Name: | Thompson & Knight LLP | | |
| Address Line 1: | 1722 Routh Street | | |
| Address Line 2: | Suite 1500 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 519054.000021 (SAUNDERS) | | |
| NAME OF SUBMITTER: | Laura Johnson | | |
| SIGNATURE: | /Laura Johnson/ | | |
| DATE SIGNED: | 04/01/2016 | | |
| Total Attachments: 6 | | | |
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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS, dated as of March 31, 2016 (this "Agreement"), is between Rex Energy Operating Corp., a corporation duly formed and existing under the laws of the State of Delaware (together with its successors and assigns, the "Assignor"), and Wilmington Savings Fund Society, FSB, as trustee (together with its successors and assigns in such capacity, the "Trustee"), for the benefit of the Secured Parties (as defined in the Collateral Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the that certain Indenture, dated as of March 31, 2016 (the "Indenture"), among Rex Energy Corporation, a corporation duly formed and existing under the laws of the State of Delaware (together with its successors and assigns, the "Company"), the guarantors party thereto and the Trustee, on behalf of the Holders of the Notes (as defined therein).

(2) In connection with the Indenture, the Assignor is a party to a Collateral Agreement, dated as of March 31, 2016 (as amended, restated, amended and restated, or otherwise modified from time to time, the "Collateral Agreement"), among the Company, the Assignor, the other grantors named therein and the Trustee, pursuant to which the Assignor has granted to the Trustee, for the benefit of the Secured Parties, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Trustee and the other Secured Parties as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Collateral Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Trustee, for the benefit of the Secured Parties, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired (collectively, the "Collateral"):

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Trustee shall keep all such information, knowledge, records or data strictly confidential in accordance with the Indenture;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing;

provided, however, that notwithstanding anything to the contrary contained herein, "Collateral" shall not include and this Agreement shall not constitute a grant of a security interest in the Excluded Collateral (as defined by the Collateral Agreement).

Section 3. Reference to Separate Collateral Agreement. This Agreement has been entered into by the Assignor and the Trustee primarily for recording purposes as contemplated by the Collateral Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Collateral Agreement, the terms and provisions of the Collateral Agreement shall govern.


Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

Section 5. Governing Law. THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, THE VALIDITY AND ENFORCEABILITY HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to Trustee, in its capacity as collateral agent hereunder, for the benefit of the Secured Parties pursuant to this Agreement and (ii) the exercise of any right or remedy by Trustee, in its capacity as collateral agent hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral are subject to the provisions of the Intercreditor Agreement, by and among Royal Bank of Canada, in its capacity as the First Lien RBL Agent, Trustee, in its capacity as the Second Lien Agent (as defined therein), each Permitted Additional First Lien Representative (as defined therein), each Permitted Third Lien Representative (as defined therein), the Company, and the Subsidiaries of the Company named therein. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

REX ENERGY OPERATING CORP.

By: 
F. Scott Hodges
Senior Vice President

Accepted and acknowledged by:

WILMINGTON SAVINGS FUND
SOCIETY, FSB

By: _____
Name:
Title:

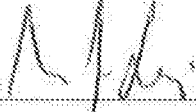
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

REX ENERGY OPERATING CORP.

By: _____
F. Scott Hodges
Senior Vice President

Accepted and acknowledged by:

WILMINGTON SAVINGS FUND
SOCIETY, FSB

By:  _____
Name: Geoffrey J. Lewis
Title: Vice President

Schedule A
to Collateral Assignment of
Trademarks

| <u>Trademark Name</u> | <u>Reg. No.</u> | <u>Date Registered</u> |
|--------------------------------------|-----------------|------------------------|
| Rex Energy Trademark | 3,132,973 | August 22, 2006 |
| Rex Energy and Lion Design Trademark | 3,132,974 | August 22, 2006 |