# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM448885

Stylesheet Version v1.2

| SUBMISSION TYPE:      | NEW ASSIGNMENT               |  |
|-----------------------|------------------------------|--|
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |  |

### **CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type           |
|--|----------|----------------|-----------------------|
| Cantor Fitzgerald Securities,<br>As Collateral Agent |          | 10/27/2017     | Partnership: NEW YORK |

### **RECEIVING PARTY DATA**

| Name:           | Magnum Hunter Resources LP        |
|-----------------|-----------------------------------|
| Street Address: | 909 Lake Carolyn Parkway, Ste 600 |
| City:           | Irving                            |
| State/Country:  | TEXAS                             |
| Postal Code:    | 75039                             |
| Entity Type:    | Limited Partnership: DELAWARE     |

### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark     |
|----------------------|---------|---------------|
| Registration Number: | 3877722 | MAGNUM HUNTER |

## CORRESPONDENCE DATA

Fax Number: 2125086101

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.

Phone: (713) 221-3306

docketing@bracewell.com Email: **Correspondent Name:** Constance Gall Rhebergen

P.O. Box 61389 Address Line 1:

Address Line 4: Houston, TEXAS 77208-1389

| NAME OF SUBMITTER: | Christina Katsampes   |
|--------------------|-----------------------|
| SIGNATURE:         | /Christina Katsampes/ |
| DATE SIGNED:       | 10/27/2017            |

### **Total Attachments: 4**

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### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of October 27, 2017 and granted by Cantor Fitzgerald Securities ("Cantor Fitzgerald"), as collateral agent (in such capacity, the "Collateral Agent") under the Credit Agreement referred to below, in favor of Magnum Hunter Resources, LP ("MHR") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement dated as of May 6, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Blue Ridge Mountain Resources, Inc. (f/k/a Magnum Hunter Resources Corporation) (the "Borrower" and together with MHR, the "Grantors" and individually, a "Grantor"), Cantor Fitzgerald, as Administrative Agent and Collateral Agent, and the Lenders party thereto (the "Lenders"), (i) the Grantors executed and delivered to the Collateral Agent that certain Security and Pledge Agreement, by and among the Grantors and the Collateral Agent dated as of May 6, 2016 (the "Security and Pledge Agreement") and (ii) MHR executed and delivered to the Collateral Agent that certain Grant of Trademark Security Interest by and between MHR and the Collateral Agent dated as of May 6, 2016 (the "Trademark Security Agreement" and, together with the Security and Pledge Agreement, the "Security Agreements");

**WHEREAS**, pursuant to the Trademark Security Agreement, MHR pledged and granted to the Collateral Agent for the ratable benefit of the Lenders a security interest in and to all of the right, title and interest of MHR in, to and under the Trademark Collateral (as defined below);

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5789, Frame 0067 on May 9, 2016;

**WHEREAS**, Collateral Agent desires to release its security interest in and lien on the Trademark Collateral (as defined below), including but not limited to, the trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those regulations and applications listed on <u>Schedule I</u> hereto;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Collateral Agent hereby states as follows:

1. <u>Definition</u>. The term "Trademark Collateral", as used herein, shall mean all of MHR's right, title and interest in and to the following, in each case whether now or hereafter existing or in which MHR now has or hereafter acquires an interest and wherever the same may be located: (i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations and applications listed on <u>Schedule I</u>; (ii) all renewals of trademark and service mark registrations; (iii) all rights (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name,

trademark and service mark; (iv) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and (v) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the items listed above (collectively, the "<u>Trademark Collateral</u>").

2. <u>Release of Security Interest.</u> Collateral Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interest in and lien on the Trademark Collateral and reassigns to MHR all right, title and interest it may have in, to and under the Trademark Collateral, without recourse or representation or warranty of any kind by the Collateral Agent.

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IN WITNESS WHEREOF, the undersigned has executed this Release of Trademark Security Interest, effective as of the date first above written.

# CANTOR FITZGERALD SECURITIES, as Collateral Agent By: Name: James Bond Chief Operating Officer Title: State of New York § County of New York § This instrument was acknowledged before me on this 27 day of October, 2017, by general partnership, on behalf of said general partnership. LISETTE M. MELENDEZ Notary Public, State of New York No. 01ME6277782 Notary Public in and for

The State of

[SEAL]

Commission Expires March 11, 20

**Qualified in Bronx County** 

My Commission Expires: MARCH 11, 2021

# Schedule I

# Trademarks, Service Marks, Trademark Licenses

| Dagistanad Oyuman              | <u>United States</u>   | Registration or | <u>Registration</u> |
|--------------------------------|------------------------|-----------------|---------------------|
| Registered Owner               | Trademark/Service Mark | Serial Number   | or Filing Date      |
| Magnum Hunter<br>Resources. LP | MAGNUM HUNTER          | 3,877,722       | 11/16/2010          |

Schedule to Release of Trademark Security Interest

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**RECORDED: 10/27/2017**