

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chaparral Energy, L.L.C.		12/21/2017	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	712 Main Street		
Internal Address:	12 South		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4711783	CHAPARRAL ENERGY	
Registration Number:	4711790	CHAPARRAL ENERGY	
Registration Number:	4982861	ENERGIZING AMERICA'S HEARTLAND	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	2146617324		
Email:	sbertino@velaw.com		
Correspondent Name:	Shannon Bertino		
Address Line 1:	2001 Ross Avenue, Ste 3700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	CHA715/23015		
NAME OF SUBMITTER:	Shannon Bertino		
SIGNATURE:	/Shannon Bertino/		
DATE SIGNED:	12/21/2017		
Total Attachments: 5			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 21, 2017, is made by CHAPARRAL ENERGY, L.L.C., an Oklahoma limited liability company, located at 701 Cedar Lake Boulevard, Oklahoma City, Oklahoma 73114 ("Assignor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, located at 712 Main Street – 12 South, Houston, Texas 77002, Attention: Trey Lewis, as Administrative Agent for the Secured Parties (in such capacity, together with any successors and permitted assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule 1 hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor has entered into that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof among Assignor, the other grantors signatory thereto and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the obligations and Indebtedness under the Secured Transaction Documents (the "Secured Obligations"), Assignor has pledged and assigned to Assignee, and granted to Assignee, for the benefit of the Secured Parties a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for all of the Secured Obligations, Assignor hereby pledges and collaterally assigns to Assignee, and grants to Assignee, for the benefit of Assignee and the other Secured Parties, a continuing security interest in the Collateral.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

Upon the termination of the Security Agreement in accordance with Section 8.14 thereof, all rights under this Agreement shall terminate and the Collateral shall become wholly clear of the security interest evidenced hereby, and upon written request by Assignor, Assignee shall, at Assignor's cost, execute and deliver or cause to be executed and delivered all releases and/or other instruments reasonably necessary or desirable for the release of such security interest; provided, however, that this Agreement shall be reinstated if at any time any payment of any of the obligations under the Secured Transaction Documents is rescinded or must otherwise be returned by Assignee, the Lenders, or any of their respective affiliates or branches on the

insolvency, bankruptcy or reorganization of any Credit Party or otherwise, all as though the payment had not been made.

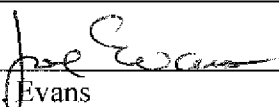
This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Agreement shall amend, restate, and supersede that certain Trademark Security Agreement dated as of March 21, 2017 between Assignor and Assignee (the “Existing Trademark Security Agreement”) in its entirety; provided, however, that the execution and delivery of this Agreement shall not effect a novation of the Existing Trademark Security Agreement but shall be, to the fullest extent applicable, a modification, renewal, confirmation and extension of such Existing Trademark Security Agreement.

(Signature Pages Follow)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

CHAPARRAL ENERGY, L.L.C.,
as Assignor

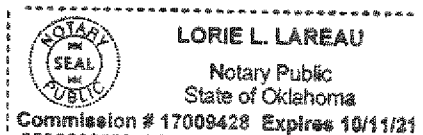
By: 
Name: Joseph O. Evans
Title: Executive Vice President and Chief
Financial Officer

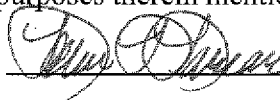
STATE OF OKLAHOMA

ss.:

COUNTY OF OKLAHOMA

On this 20th day of December, 2017, before me personally came Joseph O. Evans, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that she or he is the Executive Vice President and Chief Financial Officer of CHAPARRAL ENERGY, L.L.C., an Oklahoma limited liability company, and that she or he executed the foregoing instrument in the name of CHAPARRAL ENERGY, L.L.C. and that she or he had authority to sign the same, and she or he acknowledged to me that she or he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.




Notary Public

JPMORGAN CHASE BANK, N.A., as
Assignee




By: _____

Name: Anson Williams

Title: Authorized Officer

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

US Trademark Registrations and Trademark Applications

Name of Grantor	Trademark	Registration Date	Registration Number
Chaparral Energy, L.L.C.	Chaparral Energy	March 31, 2015	4,711,783
Chaparral Energy, L.L.C.		March 31, 2015	4,711,790
Chaparral Energy, L.L.C.	Energizing America's Heartland	June 21, 2016	4,982,861