

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683977

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antero Resources Corporation		10/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn, Floor L2, IL1-1145		
Internal Address:	Attention: Anca Loghin		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3081917	ANTERO RESOURCES	
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:	1000179895		
NAME OF SUBMITTER:	Chris Andersen		
SIGNATURE:	/chris andersen/		
DATE SIGNED:	10/27/2021		
Total Attachments: 5			
source=JPM_Antero - [Executed] Third A&R Trademark Security Agreement (October 26, 2021)#page1.tif			
source=JPM_Antero - [Executed] Third A&R Trademark Security Agreement (October 26, 2021)#page2.tif			
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THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Third Amended and Restated Trademark Security Agreement (this “Agreement”), is dated as of October 26, 2021, 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 Seventh 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 the date hereof, among Grantor, certain of the Grantor’s affiliates and the Administrative Agent;

WHEREAS, the Grantor is a party to that certain Second Amended and Restated Trademark Security Agreement, dated as of October 26, 2017, 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 Sixth Amended and Restated Credit Agreement dated as of the date hereof, by and among Grantor, as Borrower, certain Subsidiaries of Grantor, as Guarantors, the lenders from time to time party thereto and the Administrative Agent (as amended, restated, amended and restated, replaced, modified or otherwise supplemented 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 pages follow]

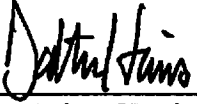
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ANTERO RESOURCES CORPORATION

By: 
Name: Michael N. Kennedy
Title: Chief Financial Officer and Senior Vice
President - Finance

ACCEPTED AND AGREED:

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

By: 

Name: Dalton Harris
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.