

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emerge Energy Services LP		05/14/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85688240	EMERGE ENERGY SERVICES	
Serial Number:	85688242		
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	Eighth Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-13021		
NAME OF SUBMITTER:	Timothy D. Pecsénye		

TRADEMARK

Signature:	/Timothy D. Pecsénye/
Date:	05/14/2013
Total Attachments: 6 source=Trademark Security Agreement (Executed)_EMERGE#page1.tif source=Trademark Security Agreement (Executed)_EMERGE#page2.tif source=Trademark Security Agreement (Executed)_EMERGE#page3.tif source=Trademark Security Agreement (Executed)_EMERGE#page4.tif source=Trademark Security Agreement (Executed)_EMERGE#page5.tif source=Trademark Security Agreement (Executed)_EMERGE#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 14 day of May, 2013, between the Grantor listed on the signature page hereof ("Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative and collateral agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of May 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor and its affiliates from time to time party thereto, the lenders which are now or which hereafter become a party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

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, 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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) **ALL OF GRANTOR'S TRADEMARKS, TRADEMARK APPLICATIONS, SERVICE MARKS, TRADE NAMES, MASK WORKS AND ASSOCIATED GOODWILL (COLLECTIVELY, "TRADEMARKS"), AND LICENSES FOR ANY OF THE FOREGOING ("LICENSES"), INCLUDING THOSE REFERRED TO ON SCHEDULE I HERETO;**

(b) **ALL REISSUES, CONTINUATIONS, CONTINUATIONS-IN-PART, SUBSTITUTES, EXTENSIONS OR RENEWALS OF AND IMPROVEMENTS ON THE FOREGOING; AND**

(c) **ALL PRODUCTS AND PROCEEDS OF THE FOREGOING, INCLUDING ANY CLAIM BY GRANTOR AGAINST THIRD PARTIES FOR PAST, PRESENT OR FUTURE INFRINGEMENT OR DILUTION OF ANY TRADEMARK OR ANY TRADEMARK LICENSED UNDER ANY LICENSE.**

Notwithstanding the foregoing, the Trademark Collateral shall exclude the Excluded Collateral.

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

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. In accordance with Sections 5.9 and 9.3 of the Credit Agreement, Grantor shall give notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements,

substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.


[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

EMERGE ENERGY SERVICES LP,
a Delaware limited partnership

By: EMERGE ENERGY SERVICES GP LLC,
a Delaware limited liability company
Its: General Partner

By: 

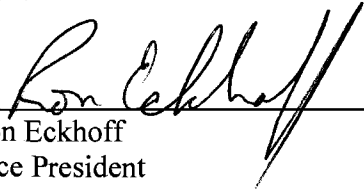
Warren B. Bonham
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005027 FRAME: 0411

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

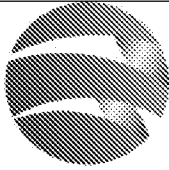
Ron Eckhoff
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005027 FRAME: 0412

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Grantor	Country	Description of Trademark	Application/ Serial Number	Application/ Registration Date
EMERGE ENERGY SERVICES LP	USA	EMERGE ENERGY SERVICES	85/688,240	07/26/2012
EMERGE ENERGY SERVICES LP	USA	 Misc. Design	85/688,242	07/26/2012

Licenses

N/A