

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304588

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
O'Brien Industrial Holdings, LLC		05/13/2014	LIMITED LIABILITY COMPANY: MISSOURI
The Christy Refractories Company, L.L.C.		05/13/2014	LIMITED LIABILITY COMPANY: MISSOURI
Christy Industrial Services Co., LLC		05/13/2014	LIMITED LIABILITY COMPANY: MISSOURI
Christy Catalytics, LLC		05/13/2014	LIMITED LIABILITY COMPANY: MISSOURI
Christy Minerals, LLC		05/13/2014	LIMITED LIABILITY COMPANY: MISSOURI
O'Brien Asset Management, LLC		05/13/2014	LIMITED LIABILITY COMPANY: MISSOURI
Shamrock Proppants, LLC		05/13/2014	LIMITED LIABILITY COMPANY: MISSOURI
Shamrock Group, LLC		05/13/2014	LIMITED LIABILITY COMPANY: MISSOURI
Shamrock Assets LLC		05/13/2014	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent
Street Address:	311 South Wacker Drive, Suite 6400
Internal Address:	c/o Monroe Capital LLC
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0690078	PROX-SVERS
Registration Number:	1907370	STKO
Registration Number:	2644014	CHRISTY
Registration Number:	2719769	FILPOT
Registration Number:	2725064	CHRISTY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2725065	CHRISTY
Registration Number:	2722006	VIBRA-SEAL
Registration Number:	2722007	CER-WEAR
Registration Number:	2729860	SEAL-CAST
Registration Number:	2782377	CHRISTY
Registration Number:	3028147	HAWTHORN BOND

CORRESPONDENCE DATA

Fax Number: 3124996701
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (312) 499-6700
Email: tapatterson@duanemorris.com
Correspondent Name: Brian P. Kerwin
Address Line 1: 190 South LaSalle Street, Suite 3700
Address Line 2: Duane Morris LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	F6270-00009
NAME OF SUBMITTER:	Brian P. Kerwin
SIGNATURE:	/Brian P. Kerwin/
DATE SIGNED:	05/15/2014

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated as of May 13, 2014, is made by and among (i) O’Brien Industrial Holdings, LLC, a Missouri limited liability company (“Holdings”), (ii) The Christy Refractories Company, L.L.C. (“Christy Refractories”), Christy Industrial Services Co., LLC (“Christy Industrial Services”), Christy Catalytics, LLC (“Christy Catalytics”), Christy Minerals, LLC (“Christy Minerals”), O’Brien Asset Management, LLC (“O’Brien Asset Management”), Shamrock Proppants, LLC (“Shamrock Proppants”), Shamrock Group, LLC (“Shamrock Group”), and Shamrock Assets LLC (“Shamrock Assets”), each a Missouri limited liability company (collectively, “Operating Companies”, and together with Holdings, individually sometimes referred to herein as a “**Company**” and collectively with Holdings as the “**Companies**”), in favor of Monroe Capital Management Advisors, LLC, as administrative agent (in such capacity, the “**Administrative Agent**”) for itself and all of the other financial institutions (“**Lenders**”) party to the Credit Agreement identified below.

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”) by and among Companies, Agents, and the financial institutions from time to time party thereto (collectively, the “**Lenders**”), the Lenders have agreed to make certain Loans to Company.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Company (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Certain Documents. The Credit Agreement and the Guaranty and Collateral Agreement (as defined therein) and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed thereto in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: “Copyrights,” “Intellectual Property,” “Intellectual Property Licenses,” “Paid in Full,” “Patents,” “Secured Obligations” and “Trademarks.”

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due of all of the Secured Obligations, each Company hereby grants to and in favor of Administrative Agent (for the benefit of Lenders and Agents) a first priority perfected security interest and Lien having priority over all other security interests and Liens (other than Permitted Liens), with power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of each Company’s right, title and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired, including, without limitation, as identified on Exhibit A attached hereto and made a part hereof (and all proceeds thereof).

To the extent that the granting of a security interest in a Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent to use such Trademark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1051(b)) (the "Lanham Act") would render such Trademark (or the application therefor) invalid or unenforceable, then the security interest granted hereunder shall not attach to such Trademark application until such time as (A) an amendment is filed under section 1(c) of the Lanham Act to bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed under section 1(d) of the Lanham Act.

3. Representation and Warranty. Each Company hereby represents and warrants to Administrative Agent, which representations and warranties shall survive the execution and delivery of this IP Security Agreement, that as of the date hereof, Exhibit A hereto identifies all Intellectual Property which is registered or for which an application for registration is pending that is owned by such Company in its own name and all Intellectual Property Licenses to which Company is a licensee of a registered or applied for Patent, Copyright or Trademark.

4. New Intellectual Property. If, before all Secured Obligations shall have been Paid in Full, any Company shall (i) become aware of any existing material Intellectual Property of which Company has not previously informed Administrative Agent, (ii) obtain rights to any new patentable inventions or other material Intellectual Property, or (iii) become entitled to the benefit of any material Intellectual Property which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement above shall automatically apply thereto and each Company shall comply (without limitation) with Section 5.7(f) of the Guaranty and Collateral Agreement (and the notice requirement set forth therein). Each Company hereby authorizes Administrative Agent to unilaterally modify this IP Security Agreement by amending Exhibit A to include any such additional Intellectual Property, and to file or refile this IP Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable (at Company's sole cost). Upon Administrative Agent's reasonable request, each Company agrees to duly execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Administrative Agent's interest (for the benefit of Lenders and Agents) in all Intellectual Property added to Exhibit A pursuant to this Section.

5. Effect on Credit Agreement. Each Company acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this IP Security Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. If any provision of this IP Security Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern and control.

6. Further Assurances. Each Company agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Administrative Agent shall reasonably request from time to time in order to carry out the

purpose of this IP Security Agreement and agreements set forth herein. Each Company acknowledges that a copy of this IP Security Agreement will be filed by the Administrative Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Companies.

7. Modification. This IP Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by Borrower Representative and Administrative Agent.

8. Cumulative Remedies; Power of Attorney. All of Administrative Agent's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement (or the Guaranty and Collateral Agreement), or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Company hereby authorizes Administrative Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Administrative Agent as Administrative Agent may select, in its sole discretion, as such Company's true and lawful attorney-in-fact, with power to (i) endorse Company's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Intellectual Property, (ii) take any other actions with respect to the Intellectual Property as Administrative Agent deems to be in the best interest of Administrative Agent, (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. This power of attorney being coupled with an interest shall be irrevocable until all Secured Obligations shall have been Paid in Full.

9. Binding Effect; Benefits. This IP Security Agreement shall be binding upon each Company and its respective successors and permitted assigns, and shall inure to the benefit of Administrative Agent, its successors, nominees and assigns; provided, however, no Company shall assign this IP Security Agreement or any of such Company's obligations hereunder without the prior written consent of Administrative Agent.

10. Governing Law. This IP Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Illinois, without regard to choice of law or conflict of law principles.

11. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This IP Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the date first written above.

O'Brien Industrial Holdings, LLC

By: Frank Robert O'Brien Jr.
Name: Frank Robert O'Brien Jr.
Its: Manager

O'Brien Asset Management, LLC

By: Frank Robert O'Brien Jr.
Name: Frank Robert O'Brien Jr.
Its: Manager

The Christy Refractories Company, L.L.C.

By: Frank Robert O'Brien Jr.
Name: Frank Robert O'Brien Jr.
Its: Manager

Shamrock Proppants, LLC

By: Frank Robert O'Brien Jr.
Name: Frank Robert O'Brien Jr.
Its: Manager

Christy Industrial Services Co., LLC

By: Frank Robert O'Brien Jr.
Name: Frank Robert O'Brien Jr.
Its: Manager

SHAMROCK GROUP, LLC

By: Frank Robert O'Brien Jr.
Name: Frank Robert O'Brien Jr.
Its: President and Chief Executive Officer

Christy Catalytics, LLC

By: Frank Robert O'Brien Jr.
Name: Frank Robert O'Brien Jr.
Its: Manager

Shamrock Assets LLC

By: Frank Robert O'Brien Jr.
Name: Frank Robert O'Brien Jr.
Its: President and Chief Executive Officer

Christy Minerals, LLC

By: Frank Robert O'Brien Jr.
Name: Frank Robert O'Brien Jr.
Its: Manager

Agreed and Accepted:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC,**
as Administrative Agent

By: 
Name: Jason Mihelic
Title: Senior Associate

EXHIBIT A

Trademarks:

Company Name	Trademark	Trademark Number	Trademark Registration Number	Date of Registration
O'Brien Asset Management, LLC	PROX-SVERS	72065995	0690078	12/22/1959
O'Brien Asset Management, LLC	STKO	74555134	1907370	07/25/1995
O'Brien Asset Management, LLC	CHRISTY	76156024	2644014	10/29/2002
O'Brien Asset Management, LLC	FILPOT	76156358	2719769	05/27/2003
O'Brien Asset Management, LLC	CHRISTY	76156051	2725064	06/10/2003
O'Brien Asset Management, LLC	CHRISTY	76156066	2725065	06/10/2003
O'Brien Asset Management, LLC	VIBRA-SEAL	76155875	2722006	06/03/2003
O'Brien Asset Management, LLC	CER-WEAR	76156065	2722007	06/03/2003
O'Brien Asset Management, LLC	SEAL-CAST	76156023	2729860	06/24/2003
O'Brien Asset Management, LLC	CHRISTY	76156114	2782377	11/11/2003
O'Brien Asset Management, LLC	HAWTHORN BOND	78496386	3028147	12/13/2005

Patents and Patent Applications:

Company Name	Patent	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
SHAMROCK GROUP, LLC	Ceramic Proppants		12/986,479		1/7/2011

Copyrights:

None.

Domain Names:

www.christvco.com

www.refractoriesinsitute.org

www.shamrockproppants.com

www.shamrockgrp.com