

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315062

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EP Minerals, LLC		08/20/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Second Lien Agent
Street Address:	111 W. Monore
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Canadian chartered bank acting through its Chicago branch: CANADA

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Serial Number:	86195490	GAME CHANGER
Registration Number:	4507278	CELASORB
Registration Number:	4368359	GAME CHANGER
Registration Number:	4422969	DTERRA
Registration Number:	4426571	NUTRIDE
Registration Number:	4426489	DRILL-N-DRY
Registration Number:	3973151	M
Registration Number:	3889680	PURIFIDE
Registration Number:	3721628	CELATHIX
Registration Number:	3559323	SUPERIOR OIL ABSORBENT
Registration Number:	3571330	CELAPERL
Registration Number:	3531596	EP MINERALS
Registration Number:	3279587	NXT
Registration Number:	3165196	ZEO LOCK NATURAL ODOR CONTROL
Registration Number:	3153991	SELECTSORB
Registration Number:	3165031	THOROUGHBED
Registration Number:	2838246	AXIS
Registration Number:	2870329	CELABLOC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2889804	CELABREW
Registration Number:	2736164	THRIFTY-SORB
Registration Number:	2825913	XTRASORB PLUS
Registration Number:	2736166	SANI-CAT
Registration Number:	2777382	CELABRITE
Registration Number:	2289925	M MOLTAN CO. SAFETY ABSORBENT
Registration Number:	1995264	SANI-SCOOP
Registration Number:	2005259	PLAY BALL!
Registration Number:	1927873	CELATOM
Registration Number:	1927733	QUALISORB
Registration Number:	1886900	ALL GONE!
Registration Number:	1830754	AXIS
Registration Number:	1745020	OPTISORB
Registration Number:	1499136	ULTRASORB
Registration Number:	1473737	SOLID-A-SORB
Registration Number:	1214549	DIALOSE
Registration Number:	1184046	NIFTY CAT
Registration Number:	0816429	PRE-CO-FLOC

CORRESPONDENCE DATA

Fax Number: 3125585700

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: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 4200

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	13757-41
NAME OF SUBMITTER:	Laura Konrath
SIGNATURE:	/Laura Konrath/
DATE SIGNED:	08/25/2014

Total Attachments: 10

source=EPMineralsTMSecAgreement(Second_Lien)#page1.tif

source=EPMineralsTMSecAgreement(Second_Lien)#page2.tif

source=EPMineralsTMSecAgreement(Second_Lien)#page3.tif

source=EPMineralsTMSecAgreement(Second_Lien)#page4.tif

source=EPMineralsTMSecAgreement(Second_Lien)#page5.tif

source=EPMineralsTMSecAgreement(Second_Lien)#page6.tif

source=EPMineralsTMSecAgreement(Second_Lien)#page7.tif

source=EPMineralsTMSecAgreement(Second_Lien)#page8.tif
source=EPMineralsTMSecAgreement(Second_Lien)#page9.tif
source=EPMineralsTMSecAgreement(Second_Lien)#page10.tif

TRADEMARK SECURITY AGREEMENT, dated as of August 20, 2014, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Bank of Montreal (“BMO”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Second Lien Administrative Agent”) for the Lenders (as defined in the Second Lien Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 20, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among the Borrower, Parent, Holdings, the Lenders from time to time party thereto and BMO, as Second Lien Administrative Agent for the Lenders, the Lenders have severally agreed to make term loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement, dated as of August 20, 2014, in favor of the Second Lien Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Second Lien Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Second Lien Administrative Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Second Lien Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Subject to the terms and provisions of the Guaranty and Security Agreement, each Grantor, as collateral security for the complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Administrative Agent for the benefit of the Secured Parties, and grants to the Second Lien Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all Trademarks owned by such Grantor and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those identified on Schedule 1 hereto:

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that “Trademark Collateral” shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement.

(a) The interest in the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable law.

(b) The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Subject to the terms and provisions of the Guaranty and Security Agreement, each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary or desirable actions in connection with their Trademarks Collateral subject to a security interest hereunder.

Section 5. Authorization. To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Trademark Collateral.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


Section 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Second Lien Administrative Agent pursuant to this Trademark Security Agreement are, prior to the Discharge of First Lien Obligations, expressly subordinated to those granted to the First Lien Administrative Agent pursuant to the First Lien

Guaranty and Security Agreement and the exercise of any right or remedy by the Second Lien Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

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


EP MINERALS, LLC

By: 
Name: Tammi Scott
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BANK OF MONTREAL
as Second Lien Administrative Agent

By: 

Name: Dan Weeks
Title: Its Duly Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

[see attached]

Intellectual Property

Trademarks

Trademark	Database	Status	Application Number	Registration Number	Application Date	Registration Date	Applicant/Registrant
GAME CHANGER	U.S. Federal	Pending	86195490		17-Feb-2014		EP Minerals, LLC
CELASORB	U.S. Federal	Registered	85817129	4507278	07-Jan-2013	01-Apr-2014	EP Minerals, LLC
GAME CHANGER	U.S. Federal	Registered	85791242	4368359	30-Nov-2012	16-Jul-2013	EP Minerals, LLC
DTERRA	U.S. Federal	Registered	85738016	4422969	25-Sep-2012	22-Oct-2013	EP Minerals, LLC
NUTRIDE	U.S. Federal	Registered	85732920	4426571	19-Sep-2012	29-Oct-2013	EP Minerals, LLC
DRILL-N-DRY	U.S. Federal	Registered	85697289	4426489	07-Aug-2012	29-Oct-2013	EP Minerals, LLC
M	U.S. Federal	Registered	85083182	3973151	13-Jul-2010	07-Jun-2011	EP Minerals, LLC
PURIFIDE	U.S. Federal	Registered	85019966	3889680	21-Apr-2010	14-Dec-2010	EP Minerals, LLC

Trademark	Database	Status	Application Number	Registration Number	Application Date	Registration Date	Applicant/Registrant
CELATHIX	U.S. Federal	Registered	77730194	3721628	06-May-2009	08-Dec-2009	EP Minerals, LLC
SUPERIOR OIL ABSORBENT	U.S. Federal	Registered Supplemental Register	77544668	3559323	12-Aug-2008	06-Jan-2009	EP Minerals, LLC
CELAPERL	U.S. Federal	Registered	77331886	3571330	16-Nov-2007	10-Feb-2009	EP Minerals, LLC
EP MINERALS	U.S. Federal	Registered	77070787	3531596	22-Dec-2006	11-Nov-2008	EP Minerals, LLC
NXT	U.S. Federal	Registered	78824649	3279587	27-Feb-2006	14-Aug-2007	EP Minerals, LLC
ZEO LOCK NATURAL ODOR CONTROL	U.S. Federal	Registered	78767846	3165196	06-Dec-2005	31-Oct-2006	EP Minerals, LLC
SELECTSORB	U.S. Federal	Registered	78752395	3153991	11-Nov-2005	10-Oct-2006	EP Minerals, LLC
THOROUGHBED	U.S. Federal	Registered	78741508	3165031	27-Oct-2005	31-Oct-2006	EP Minerals, LLC
AXIS	U.S. Federal	Renewed (Registered)	76521669	2838246	11-Jun-2003	04-May-2004	EP Minerals, LLC
CELABLOC	U.S. Federal	Registered	76512571	2870329	08-May-2003	03-Aug-2004	EP Minerals, LLC
CELABREW	U.S. Federal	Registered	76453173	2889804	26-Sep-2002	28-Sep-2004	EP Minerals, LLC
THRIFTY-SORB	U.S. Federal	Renewed (Registered)	76389827	2736164	02-Apr-2002	15-Jul-2003	EP Minerals, LLC
XTRASORB PLUS	U.S. Federal	Renewed (Registered)	76389842	2825913	02-Apr-2002	23-Mar-2004	EP Minerals, LLC

Trademark	Database	Status	Application Number	Registration Number	Application Date	Registration Date	Applicant/Registrant
SANI-CAT	U.S. Federal	Renewed (Registered)	76389838	2736166	02-Apr-2002	15-Jul-2003	EP Minerals, LLC
CELABRITE	U.S. Federal	Renewed (Registered)	76377814	2777382	04-Mar-2002	28-Oct-2003	EP Minerals, LLC
M MOLTAN CO. SAFETY ABSORBENT	U.S. Federal	Renewed (Registered)	75439623	2289925	24-Feb-1998	02-Nov-1999	EP Minerals, LLC
SANI-SCOOP	U.S. Federal	Renewed (Registered)	74707998	1995264	31-Jul-1995	20-Aug-1996	EP Minerals, LLC
PLAY BALL!	U.S. Federal	Renewed (Registered)	74651396	2005259	24-Mar-1995	01-Oct-1996	EP Minerals, LLC
CELATOM	U.S. Federal	Renewed (Registered)	74579448	1927873	28-Sep-1994	17-Oct-1995	EP Minerals, LLC
QUALISORB	U.S. Federal	Renewed (Registered)	74566657	1927733	29-Aug-1994	17-Oct-1995	EP Minerals, LLC
ALL GONE!	U.S. Federal	Renewed (Registered)	74516235	1886900	25-Apr-1994	04-Apr-1995	EP Minerals, LLC
AXIS	U.S. Federal	Renewed (Registered)	74329846	1830754	09-Nov-1992	12-Apr-1994	EP Minerals, LLC
OPTISORB	U.S. Federal	Renewed (Registered)	74236723	1745020	10-Jan-1992	05-Jan-1993	EP Minerals, LLC
ULTRASORB	U.S. Federal	Renewed (Registered)	73705748	1499136	15-Jan-1988	09-Aug-1988	EP Minerals, LLC
SOLID-A-SORB	U.S. Federal	Renewed (Registered)	73649102	1473737	12-Mar-1987	26-Jan-1988	EP Minerals, LLC

Trademark	Database	Status	Application Number	Registration Number	Application Date	Registration Date	Applicant/Registrant
DIALOSE	U.S. Federal	Renewed (Registered)	73320832	1214549	27-Jul-1981	02-Nov-1982	EP Minerals, LLC
NIFTY CAT	U.S. Federal	Renewed (Registered)	73208551	1184046	23-Mar-1979	29-Dec-1981	EP Minerals, LLC
PRE-CO-FLOC	U.S. Federal	Renewed (Registered)	72232991	0816429	19-Nov-1965	11-Oct-1966	EP Minerals, LLC