

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US SHALE SOLUTIONS, INC.		08/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86351433	US SHALE SOLUTIONS	
Serial Number:	86351604		
Serial Number:	86370115	POST EQUALIZATION PROCESS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kansley@stradley.com		
Correspondent Name:	KAREEM ANSLEY		
Address Line 1:	STRADLEY RONON		
Address Line 2:	100 PARK AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	187718-0004		
NAME OF SUBMITTER:	Kareem Ansley		
SIGNATURE:	s/Kareem Ansley/		
DATE SIGNED:	08/29/2014		
Total Attachments: 4			
source=Trademark Security Agreement - Holdings#page1.tif			
source=Trademark Security Agreement - Holdings#page2.tif			
source=Trademark Security Agreement - Holdings#page3.tif			

CH \$90.00 86351433

**GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, US Shale Solutions, Inc., a Delaware corporation (the "Grantor") with principal offices at 259 North Loop West, Suite 500, Houston, Texas 77092, hereby grants to Jefferies Finance LLC, as Agent, with principal offices at 520 Madison Avenue New York, New York 10022 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor under the Loan Documents, as such terms are defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant subject to the terms of the Security Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
28th day of August, 2014.

US SHALE SOLUTIONS, INC., Grantor

By  _____

Name:

Title:

JEFFERIES FINANCE LLC, as Agent and
Grantee

By _____

Name:

Title:

[Signature page to Grant of Trademark Security Interest]

TRADEMARK
REEL: 005354 FRAME: 0206

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 28th day of August, 2014.

US SHALE SOLUTIONS, INC., Grantor

By: _____

Name: Patrick Schneider

Title: Secretary


JEFFERIES FINANCE LLC, as Agent and
Grantee

By: 

Name: J. Paul McDonnell

Title: Managing Director

SCHEDULE A

<u>OWNER</u>	<u>REG. NO./(APP. NO.)</u>	<u>TRADEMARK</u>	<u>COUNTRY</u>
US Shale Solutions, Inc.	86351433	US Shale Solutions, Inc.	US
US Shale Solutions, Inc.	86351604	 The logo for US Shale Solutions features a stylized graphic of a sail or a drop shape on the left, composed of horizontal lines. To the right of this graphic, the words "US SHALE" are stacked above "SOLUTIONS" in a bold, sans-serif font.	US
US Shale Solutions, Inc.	86370115	Post Equalization Process	US