

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US Shale Solutions, Inc.		10/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	246 Goose Lane		
Internal Address:	Suite 105		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	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:	7135465401		
<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:	7135467448		
Email:	denese.alaniz@lw.com		
Correspondent Name:	Denese Alaniz		
Address Line 1:	811 Main Street		
Address Line 2:	Suite 3700		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Denese Alaniz		
SIGNATURE:	/denese alaniz/		
DATE SIGNED:	10/13/2014		
Total Attachments: 3			
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source=US Shale_Executed_Trademark Security Agreement#page2.tif			

OP \$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 Wilmington Trust, National Association, as Collateral Agent (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 Obligations of the Grantor under the Notes 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 19, 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 made 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. **Notwithstanding anything herein to the contrary, at any time the Intercreditor Agreement (as defined in the Security Agreement) is in effect, the security interest and lien granted pursuant hereto and the exercise of any right or remedy hereunder are subject to the provisions of the Intercreditor Agreement.** 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 has executed this Grant as of the
1st day of October, 2014.

US SHALE SOLUTIONS, INC., as Grantor

By 


Name: Patrick C. Schneider

Title: Chief Financial Officer and Treasurer

Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 005379 FRAME: 0647

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		US
US Shale Solutions, Inc.	86370115	Post Equalization Process	US

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