

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

04/08/2015  
 900321121

ETAS ID: TM337667

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jeffries Finance LLC Jeffries		11/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	100 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86351433	US SHALE SOLUTIONS	
<b>Serial Number:</b>	86351604		
<b>Serial Number:</b>	86370115	POST EQUALIZATION PROCESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Dwayne C. Houston		
<b>Address Line 1:</b>	1025 Vermont Avenue NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F154959		
<b>NAME OF SUBMITTER:</b>	Lisa A. Cobbett		
<b>SIGNATURE:</b>	/Lisa A. Cobbett/		
<b>DATE SIGNED:</b>	04/08/2015		
<b>Total Attachments: 8</b>			
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## ASSIGNMENT AND ACCEPTANCE

This Assignment and Acceptance (the "Assignment and Acceptance") is dated as of the Effective Date set forth below and is entered into by and between Jefferies Finance LLC (the "Assignor") and Wells Fargo Bank, National Association (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Acceptance as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Agent as contemplated below, (i) all of the Assignor's rights and obligations in its capacity as a Lender, Swingline Lender and Issuing Bank under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor in respect of the Revolving Commitments identified below (including without limitation any letters of credit and swingline loans included in such Revolving Commitments), and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender, Swingline Lender and Issuing Bank) against any person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by the Assignor to the Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Acceptance, without representation or warranty by the Assignor.

1. Assignor: Jefferies Finance LLC
2. Assignee: Wells Fargo Bank, National Association
3. Borrower(s): As defined in Section 5 below
4. Agent: Jefferies Finance LLC
5. Credit Agreement: The Credit Agreement, dated as of August 28, 2014 (as the same now exists or may hereafter or herewith be amended, amended and restated, modified, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Credit

Agreement”), among Culberson Construction, Inc., a Texas corporation (“Culberson”), J4 Fluid Services, Inc., a Texas corporation (“J4”), Ritter Construction Company, a Texas corporation (“Ritter”), W. Pidhirney Welding Ltd., an Alberta corporation (“Canadian Borrower”; together with Culberson, J4, Ritter and certain of their Affiliates from time to time party thereto as Co-Borrowers, collectively the “Borrowers”), US Shale Solutions, Inc., a Delaware corporation (“Holdings”), USS WPW Holdings ULC, a British Columbia corporation, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, Jefferies Finance LLC, as lead arranger and book running manager (in such capacity, the “Arranger”), Jefferies Finance LLC, as syndication agent (in such capacity, the “Syndication Agent”), Jefferies Finance LLC, as administrative agent and collateral agent (in such capacity, the “Agent”) for the Secured Parties, Jefferies Finance LLC, as swingline lender (in such capacity, the “Swingline Lender”), and Jefferies Finance LLC, as issuing bank (in such capacity, “Issuing Bank”) for the Lenders.

6. Assigned Interest[s]:

See Schedule A attached hereto.

Effective Date: November 19, 2014

[SIGNATURE PAGES FOLLOW]

The terms set forth in this Assignment and Acceptance are hereby agreed to:

ASSIGNOR:

JEFFERIES FINANCE LLC

By: [Signature]  
Name: J. PAUL MC DONNELL  
Title: MANAGING DIRECTOR

ASSIGNEE:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Consented to and Accepted:

JEFFERIES FINANCE LLC, as Agent

By: [Signature]  
Name: J. PAUL MC DONNELL  
Title: MANAGING DIRECTOR

Consented to and Accepted:

JEFFERIES FINANCE LLC, as Swingline Lender

By: [Signature]  
Name: J. PAUL MC DONNELL  
Title: MANAGING DIRECTOR

Consented to and Accepted:

JEFFERIES FINANCE LLC, as Issuing Bank

By: [Signature]  
Name: J. PAUL MC DONNELL  
Title: MANAGING DIRECTOR

[SIGNATURES CONTINUE ON NEXT PAGE]

The terms set forth in this Assignment and Acceptance are hereby agreed to:

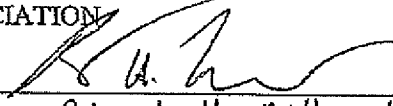
ASSIGNOR:

JEFFERIES FINANCE LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By:  \_\_\_\_\_  
Name: Robert H. Milhoret  
Title: Director

Consented to and Accepted:

JEFFERIES FINANCE LLC, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Consented to and Accepted:

JEFFERIES FINANCE LLC, as Swingline Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Consented to and Accepted:

JEFFERIES FINANCE LLC, as Issuing Bank


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

Consented to:

CULBERSON CONSTRUCTION, INC., as Administrative Borrower

By:   
Name: Patrick C. Schneider  
Title: Secretary

## **ANNEX 1 TO ASSIGNMENT AND ACCEPTANCE**

### **STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ACCEPTANCE**

#### **1. Representations and Warranties.**

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby and (iv) it is not a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document (other than this Assignment and Acceptance), (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents (other than this Assignment and Acceptance) or any collateral thereunder, (iii) the financial condition of the Administrative Borrower, any of its Subsidiaries or Affiliates or any other person obligated in respect of any Loan Document, or (iv) the performance or observance by the Administrative Borrower, any of its Subsidiaries or Affiliates or any other person of any of their respective obligations under any Loan Document.


1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby and to become a Lender, Swingline Lender and Issuing Bank under the Credit Agreement, (ii) it meets all the requirements of an Eligible Assignee under the Credit Agreement (subject to such consents, if any, as may be required under the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender, Swingline Lender and Issuing Bank thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance and to purchase the Assigned Interest, (vi) it has, independently and without reliance upon the Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Acceptance and to purchase the Assigned Interest, (vii) it is not a Defaulting Lender, (viii) if it is not already a Lender under the Credit Agreement, attached to the Assignment and Acceptance is a duly completed and executed Administrative Questionnaire in the form provided by the Agent and (viii) attached to the Assignment and Acceptance is any documentation required to be delivered by it pursuant to the Section 2.14 of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Agent, the Assignor or any other Lender, and based on such documents and information as it

shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts that have accrued to but excluding the Effective Date and to the Assignee for amounts that have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Acceptance shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Acceptance may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Acceptance by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Acceptance. This Assignment and Acceptance shall be governed by, and construed in accordance with, the law of the State of New York.

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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