

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367822

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Select Energy Services, LLC		12/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo National Bank, National Association		
<b>Street Address:</b>	1000 Louisiana Street, 9th Floor		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3897623	SELECT ENERGY SERVICES	
<b>Registration Number:</b>	4388930	WELLONE	
<b>Registration Number:</b>	4388935	WATERONE	
<b>Registration Number:</b>	4388936	FLUIDITY	
<b>Registration Number:</b>	4708893	AQUAVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7132232300		
<b>Email:</b>	traci.landgraf@bgllp.com		
<b>Correspondent Name:</b>	Bracewell & Giuliani LLP		
<b>Address Line 1:</b>	P.O. Box 61389		
<b>Address Line 4:</b>	Houston, TEXAS 77208		
<b>ATTORNEY DOCKET NUMBER:</b>	088599.000036		
<b>NAME OF SUBMITTER:</b>	Traci Landgraf		
<b>SIGNATURE:</b>	/constance g. rhebergen/		
<b>DATE SIGNED:</b>	01/04/2016		

OP \$140.00 3897623

**Total Attachments: 5**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of December 17, 2015 (this "Patent and Trademark Security Agreement"), is made by and between Select Energy Services, LLC, a Delaware limited liability company ("Grantor"), and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to herein).

### Preliminary Statement

The Grantor and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement dated as of May 3, 2011, among the Grantor, the Administrative Agent, the lenders party thereto from time to time, and Wells Fargo Bank, National Association, as swing line lender and issuing lender (as heretofore amended or otherwise modified and as further amended, amended and restated, or otherwise modified from time to time, the "Credit Agreement").

The Grantor owns the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and is a party to the patent and trademark licenses listed on Schedule I annexed hereto and by this reference incorporated herein.

Pursuant to the terms of that certain Second Amended and Restated Pledge and Security Agreement dated as of February 28, 2012, among the grantors party thereto from time to time (the "Pledge and Security Grantors") in favor of Administrative Agent for the ratable benefit of the Secured Parties (as heretofore amended, supplemented, or modified and as further amended, supplemented, amended and restated, or otherwise modified from time to time the "Pledge and Security Agreement"), the Pledge and Security Grantors have granted a security interest in the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, all right, title and interest of the Grantor in, to, and under all now owned and hereafter acquired Patent Collateral and Trademark Collateral (each as defined in the Pledge and Security Agreement), set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations (as defined in the Credit Agreement).

### Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (i) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including without limitation those patents referred to in Item A of Schedule I hereto, and any patent applications in preparation for filing, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (i), (iii) all patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above, and (iv) all proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license;

(b) (i)(A) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including without limitation those trademarks referred to in Item B of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and

all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any state thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (B) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark"), (ii) all trademark licenses for the grant by or to the Grantor of any right to use any trademark, (iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (i), and to the extent applicable clause (ii), (iv) the right to sue third parties for past, present and future infringements of any Patent and Trademark Collateral described in clause (i) of this paragraph (b) and, to the extent applicable, clause (ii), and (v) all Proceeds (as defined in the Uniform Commercial Code, as in effect in the State of New York, as the same may be amended from time to time) of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world; and

(c) all accessions, substitutions, replacements, products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing Patent and Trademark Collateral (including proceeds which constitute property of the types described in clauses (a) and (b) and, to the extent not otherwise included, all payments and proceeds under insurance (whether or not the Administrative Agent is the loss payee thereof), or any condemnation award, indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the Patent and Trademark Collateral).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


This Patent and Trademark Security Agreement shall be deemed a contract under, and shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), applicable to contracts made and to be performed entirely within such state, including without regard to conflicts of laws principles.

*[Remainder of this page intentionally left blank. Signature pages to follow.]*

IN WITNESS WHEREOF, the Administrative Agent and the Grantor have caused this Patent and Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

**GRANTOR:**

**SELECT ENERGY SERVICES, LLC**

By: 

Gary Gillette  
Senior Vice President and  
Chief Financial Officer

**ADMINISTRATIVE AGENT:**

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION,  
as administrative agent**

By: \_\_\_\_\_

T. Alan Smith  
Managing Director

IN WITNESS WHEREOF, the Administrative Agent and the Grantor have caused this Patent and Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

**GRANTOR:**

**SELECT ENERGY SERVICES, LLC**

By: \_\_\_\_\_

Eric Mattson  
Executive Vice President and  
Chief Financial Officer

**ADMINISTRATIVE AGENT:**

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION,  
as administrative agent**

By:  \_\_\_\_\_

T. Alan Smith  
Managing Director

**SCHEDULE I TO  
PATENT AND TRADEMARK SECURITY AGREEMENT**

Item A-Patent Collateral  
Item B-Trademark Collateral

Item A. Patent Collateral.

Issued Patents

<u>Country</u>	<u>Serial No.</u>	<u>Issued Date</u>	<u>Inventor(s)</u>	<u>Title</u>
NONE				

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
NONE				

Patent Applications in Preparation

NONE.

Item B. Trademark Collateral

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Record Owner</u>
USA	Select Energy Services	12/28/2010	3,897,623	Select Energy Services, LLC
USA	WellOne	08/20/2013	4,388,930	Select Energy Services, LLC
USA	WaterOne	08/20/2013	4,388,935	Select Energy Services, LLC
USA	Fluidity	08/20/2013	4,388,936	Select Energy Services, LLC
USA	AquaView	03/24/2015	4,708,893	Select Energy Services, LLC