

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US Shale Solutions, Inc.		01/13/2016	CORPORATION: DELAWARE
J4 Fluid Services, LLC		01/13/2016	LIMITED LIABILITY COMPANY: DELAWARE
Culberson Construction, LLC		01/13/2016	LIMITED LIABILITY COMPANY: DELAWARE
Ritter Construction Company, LLC		01/13/2016	LIMITED LIABILITY COMPANY: DELAWARE
US Shale Holdco, LLC		01/13/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
Internal Address:	Attention: US Shale Administrator		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86351433	US SHALE SOLUTIONS	
Serial Number:	86370115	POST EQUALIZATION PROCESS	
Serial Number:	86351604		
CORRESPONDENCE DATA			
Fax Number:	2028357500		
<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:	2028357500		
Email:	mknabel@millbank.com		
Correspondent Name:	Matthew Knabel		
Address Line 1:	1850 K Street NW		
Address Line 4:	Washington, D.C. 20006		

CH \$90.00 86351433

ATTORNEY DOCKET NUMBER:	37753.01500
NAME OF SUBMITTER:	Matthew K Knabel
SIGNATURE:	/Matthew K Knabel/
DATE SIGNED:	02/08/2016
Total Attachments: 4 source=Trademark Security Agreement (1st Lien Canadian Obligations) [Executed]#page1.tif source=Trademark Security Agreement (1st Lien Canadian Obligations) [Executed]#page2.tif source=Trademark Security Agreement (1st Lien Canadian Obligations) [Executed]#page3.tif source=Trademark Security Agreement (1st Lien Canadian Obligations) [Executed]#page4.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of US Shale Solutions, Inc., J4 Fluid Services, LLC, Culberson Construction, LLC, Ritter Construction Company, LLC and US Shale Holdco, LLC (collectively, the “Grantors”) hereby grants to Wilmington Trust, National Association, as Collateral Agent (the “Grantee”), a continuing security interest in (i) all of such 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 Grantors under the WPW Notes Documents, as such terms are defined in the Security Agreement (1st Lien Canadian Obligations) among the Grantors, the other assignors from time to time party thereto and the Grantee, dated as of January 13, 2016 (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, at the Grantors’ expense, shall execute, acknowledge, and deliver to the Grantors 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 13 day of
January, 2016.

US SHALE SOLUTIONS, INC, as
Grantor

By: _____
Name: Jerrit Coward
Title: Chief Executive Officer

J4 FLUID SERVICES, LLC, as
Grantor

By: _____
Name: Jerrit Coward
Title: Authorized Signatory

CULBERSON CONSTRUCTION, LLC, as
Grantor

By: _____
Name: Jerrit Coward
Title: Authorized Signatory

RITTER CONSTRUCTION COMPANY,
LLC, as Grantor

By: _____
Name: Jerrit Coward
Title: Authorized Signatory

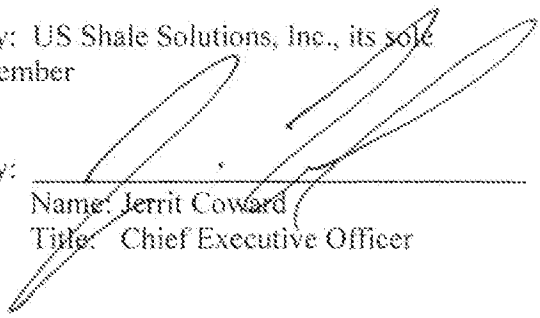
[Signature Page to First Lien Grant of Security Interests in Trademarks (Canadian)]

TRADEMARK
REEL: 005726 FRAME: 0071

US SHALE HOLDCO, LLC, as
Grantor

By: US Shale Solutions, Inc., its sole
member

By:




Name: Jerrit Coward
Title: Chief Executive Officer

[Signature Page to First Lien Grant of Security Interests in Trademarks (Canadian)]

TRADEMARK
REEL: 005726 FRAME: 0072

US Shale Solutions, Inc.

<u>TITLE</u>	<u>DATE FILED</u>	<u>COUNTRY</u>
US Shale Solutions	July 29, 2014	US
	July 29, 2014; issued October 13, 2015 (53646-US SHA)	US
Post Equalization Process	August 18, 2014	US