

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372323

| | | | |
|---|--|---------------------------|-------------------------------------|
| 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 (2nd Lien US Obligations) [Executed]#page1.tif source=Trademark Security Agreement (2nd Lien US Obligations) [Executed]#page2.tif source=Trademark Security Agreement (2nd Lien US Obligations) [Executed]#page3.tif source=Trademark Security Agreement (2nd Lien US 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.

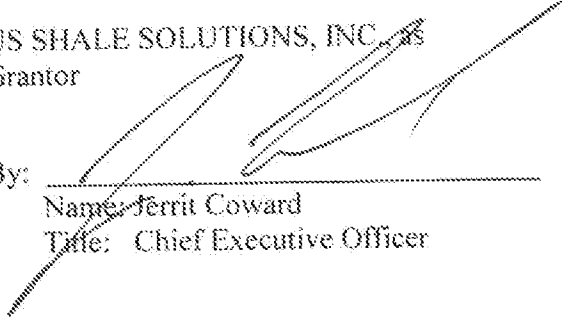
This Grant is made to secure the satisfactory performance and payment of all the Obligations of the Grantors under the Company Note Documents, as such terms are defined in the Security Agreement (2nd Lien US Obligations) among the Grantors, the other assignors from time to time party thereto and the 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.

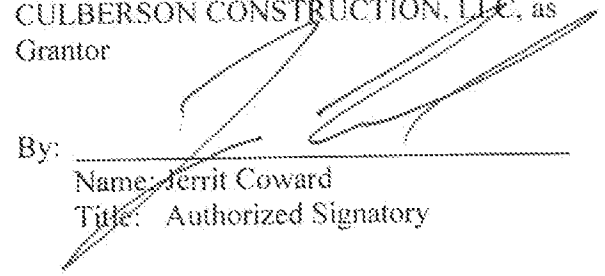
US SHALE SOLUTIONS, INC. as
Grantor

By: 
Name: Jerrit Coward
Title: Chief Executive Officer

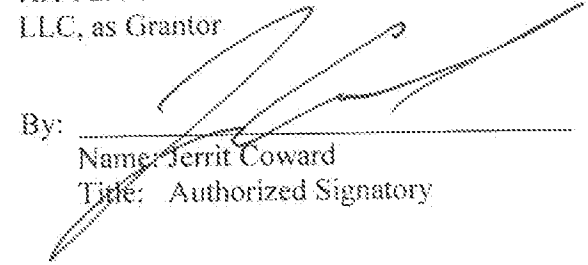
J4 FLUID SERVICES, LLC, as
Grantor

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 Second Lien Grant of Security Interests in Trademarks]

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 Second Lien Grant of Security Interests in Trademarks]

TRADEMARK
REEL: 005726 FRAME: 0078

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 |