

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380718

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement - Second Lien		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nuverra Environmental Solutions, Inc.		04/15/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Savings Fund Society, FSB, as collateral trustee		
<b>Street Address:</b>	500 Delaware Avenue		
<b>Internal Address:</b>	Corporate Trust		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Federal Savings Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4070138	HWR HECKMANN WATER RESOURCES	
<b>Registration Number:</b>	4808918	NUVERRA ENVIRONMENTAL SOLUTIONS	
<b>Registration Number:</b>	4871053	WE PUT OUR ENERGY BEHIND SUSTAINABILITY	
<b>Serial Number:</b>	86360501	TERRAFFICIENT	
<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>	2128598000		
<b>Email:</b>	cedrick.mendoza-tolentino@friedfrank.com		
<b>Correspondent Name:</b>	Cedrick Mendoza-Tolentino		
<b>Address Line 1:</b>	One New York Plaza		
<b>Address Line 2:</b>	Fried, Frank, Harris, Shriver & Jacobson		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	33128-15 (CMT)		
<b>NAME OF SUBMITTER:</b>	Cedrick Mendoza-Tolentino		
<b>SIGNATURE:</b>	/CMT/		
<b>DATE SIGNED:</b>	04/15/2016		

CH \$115.00 4070138

**Total Attachments: 7**

source=7. Trademark Security Agreement (Notes) (Execution)#page1.tif

source=7. Trademark Security Agreement (Notes) (Execution)#page2.tif

source=7. Trademark Security Agreement (Notes) (Execution)#page3.tif

source=7. Trademark Security Agreement (Notes) (Execution)#page4.tif

source=7. Trademark Security Agreement (Notes) (Execution)#page5.tif

source=7. Trademark Security Agreement (Notes) (Execution)#page6.tif

source=7. Trademark Security Agreement (Notes) (Execution)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15<sup>th</sup> day of April, 2016, by and between the Grantor listed on the signature pages hereof (the "Grantor"), and Wilmington Savings Fund Society, FSB ("WSFS"), a federal savings bank having its principal corporate trust office at 500 Delaware Avenue, Wilmington, Delaware 19801, in its capacity as collateral trustee for each holder of Notes (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Indenture dated as of April 15, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Indenture") by and among Nuverra Environmental Solutions, Inc., a Delaware corporation, as Issuer ("Issuer"), and WSFS, as trustee (the "Trustee"), the Issuer has issued its 12.500% / 10.000% Senior Secured Second Lien Notes due 2021 (the "Notes"); and

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered to Agent, for the benefit of the holders of Notes, that certain Security Agreement, dated as of April 15, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the holders of Notes, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the holders of Notes, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations owed by Grantor to Agent, the holders of Notes or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the holders of Notes, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Security Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**NUVERRA ENVIRONMENTAL SOLUTIONS,  
INC.**

By: 

Name: Mark D. Johnsrud

Title: Chairman and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WILMINGTON SAVINGS FUND SOCIETY, FSB

By:   
Name: Geoffrey J. Lewis  
Title: Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Nuverra Environmental Solutions, Inc.	United States	HWR HECKMANN WATER RESOURCES	4070138	December 13, 2011
Nuverra Environmental Solutions, Inc.	United States	NUVERRA ENVIRONMENTAL SOLUTIONS	4808918	September 8, 2015
Nuverra Environmental Solutions, Inc.	United States	WE PUT OUR ENERGY BEHIND SUSTAINABILITY	4871053	December 15, 2015
Nuverra Environmental Solutions, Inc.	United States	TERRAFICIENT	86360501	December 30, 2014

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>
Nuverra Environmental Solutions, Inc. (as Heckmann Corporation)	Mexico	THE WATER THAT FUELS GROWTH (Class 37)	133465
Nuverra Environmental Solutions, Inc. (as Heckmann Corporation)	Mexico	THE WATER THAT FUELS GROWTH (Class 40)	332291
Nuverra Environmental Solutions, Inc.	Mexico	THE WATER THAT FUELS GROWTH (Class 39)	332295



(as Heckmann Corporation)			
---------------------------	--	--	--

**Trademark Licenses**

None.