

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROCKWATER ENERGY SOLUTIONS, INC.		08/29/2016	Corporation: DELAWARE
ROCKWATER ENERGY SOLUTIONS CANADA, INC.		08/29/2016	Corporation: CANADA
ROCKWATER PRODUCTION TESTING LTD		08/29/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1525 W WT HARRIS BLVD		
Internal Address:	MC NC0680		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3817997	NEOHYDRO	
CORRESPONDENCE DATA			
Fax Number:	8004043970		
<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:	7132211396		
Email:	docketing@bracewelllaw.com		
Correspondent Name:	KRISTEN WONG, ESQ./ BRACEWELL LLP		
Address Line 1:	711 LOUISIANA, SUITE 2300		
Address Line 4:	HOUSTON, TEXAS 77002		
NAME OF SUBMITTER:	KRISTEN WONG		
SIGNATURE:	/Kristen Wong-event/		
DATE SIGNED:	08/29/2016		
Total Attachments: 6			

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US PATENT AND TRADEMARK SECURITY AGREEMENT

This US Patent and Trademark Security Agreement dated as of August 29, 2016 (this "Patent and Trademark Security Agreement") is made by and among the subsidiary of the Borrower (as defined below) party hereto (the "Grantor"), and Wells Fargo Bank, National Association, as US administrative agent (the "US Administrative Agent") for the ratable benefit of the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the US Pledge and Security Agreement (as defined below) and the Credit Agreement (as defined below).

Preliminary Statement

Borrower and US Administrative Agent are parties to the Amended and Restated Credit Agreement dated as of March 9, 2015 (as amended, amended and restated or otherwise modified from time to time, the "Credit Agreement") among Rockwater Energy Solutions, Inc., a Delaware corporation ("US Borrower"), Rockwater Energy Solutions Canada Inc. and Rockwater Production Testing Ltd., as Canadian borrowers (together with the US Borrower, the "Borrowers" and individually, a "Borrower"), the Lenders from time to time party thereto, the US Issuing Lender, the Swing Line Lender, the US Administrative Agent, the Canadian Administrative Agent and the Canadian Issuing Lender. It is a requirement under the Credit Agreement that each Grantor that was not a Subsidiary of the US Borrower as of the Effective Date shall enter into this Patent and Trademark Security Agreement to secure its obligations arising under or pursuant to 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 US Pledge and Security Agreement dated as of June 1, 2011 (as heretofore supplemented and as the same may be further amended, supplemented or otherwise modified and in effect from time to time, the "US Pledge and Security Agreement") among the grantors party thereto from time to time (the "US Pledge and Security Grantors") in favor of US Administrative Agent for the ratable benefit of the Secured Parties, the US Pledge and Security Grantors have granted a security interest in the Collateral, 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, set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the US 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 letters patent throughout the world, all registrations and recordings thereof and all applications for letters patent throughout the world, including registrations,

recordings and pending applications in the United States Patent and Trademark Office, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals or reexaminations thereof and the inventions disclosed or claimed therein, including the right to make, have made, use, sell, offer to sell, and import into the United States, the inventions disclosed or claimed therein; including but not limited to all the property set forth as "Patents" on Schedule I hereto, and (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;

(b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof, and all registration applications filed 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 all extensions or renewals thereof, (ii) all trademark licenses for the grant by or to the Grantor of any right to use any trademark, (iii) all goodwill associated therewith or symbolized thereby, and (iv) all other assets, rights and interests that uniquely reflect or embody such goodwill; including but not limited to all the property set forth as "Trademarks" on Schedule I hereto; and

(c) all products and proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any patent, trademark, or patent or trademark registrations referred to in Schedule I annexed hereto, the patent or trademark registrations issued with respect to the patent or trademark applications referred to in Schedule I and the trademarks licensed under any trademark license, (ii) injury to the goodwill associated with any patent, trademark, patent or trademark registration, or patent or trademark licensed under any patent or trademark license, or (iii) breach or enforcement of any patent license, any trademark license and all rights corresponding thereto throughout the world;

provided that in no event shall the term "Patent and Trademark Collateral" include any asset or property of the Grantor which would be rendered void or voidable, or which if included in Patent and Trademark Collateral would violate, be prohibited by, or constitute a default under any agreement, contract, document or law relating thereto, would require any consent which has not been obtained, or would result in the incurrence or imposition of any penalty upon the Grantor or any Subsidiary as a result of a grant of a security interest in such asset or property.

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

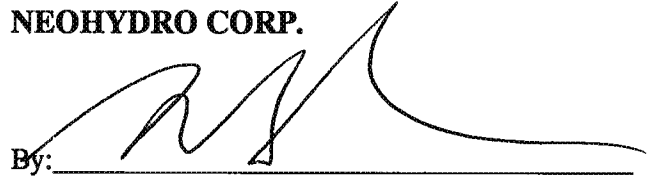
This Patent and Trademark Security Agreement shall be deemed a contract under, and shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), applicable to 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 US Administrative Agent and the Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

GRANTOR:

NEOHYDRO CORP.



By: _____

Name: DAVID J. ISAAC

Title: SENIOR VICE PRESIDENT

US ADMINISTRATIVE AGENT:

**WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as US Administrative Agent**

By: WA
Name: Whitney Wall
Title: Director

SCHEDULES:

Schedule I Item A-Patent Collateral
 Item B-Trademark Collateral

Schedule I

Item A – Patent Collateral

U.S. Patents and Patent Applications

Grantor	Country	Application No.	Issue Date	Inventor(s)	Title
Neohydro Corp.	United States	20130140245	Pending	Constantinos Dean Themy	Direct Contact Cell

Item B – Trademark Collateral

U.S. Trademarks and Trademark Applications

Grantor	Registration No.	Trademarks / Service Marks	Goods or Services
Neohydro Corp.	3,817,997		Sterilization services in the field of water; Water treatment