

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401123

| | | | |
|---|-----------------------------|--------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sandbox Logistics, LLC | | 09/21/2016 | Limited Liability Company: TEXAS |
| Oren Technologies, LLC | | 09/21/2016 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | BNP Paribas | | |
| Street Address: | 787 Seventh Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Corporation: FRANCE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4947036 | SANDBOX | |
| Registration Number: | 4760566 | SANDBOX | |
| Registration Number: | 4851442 | SANDBOX | |
| Registration Number: | 4851418 | SANDBOX | |
| Serial Number: | 86979237 | SANDBOX | |
| Serial Number: | 86651676 | SANDBOX | |
| Serial Number: | 86732143 | SANDBOX LOGISTICS EFFICIENCY. CUBED. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024083141 | | |
| <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: | 2024083141 | | |
| Email: | jean.paterson@cscglobal.com | | |
| Correspondent Name: | Corporation Service Company | | |
| Address Line 1: | 1090 Vermont Avenue, NW | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 320953 | | |

CH \$190.00 4947036

| | |
|---|---------------|
| NAME OF SUBMITTER: | Jean Paterson |
| SIGNATURE: | /jep/ |
| DATE SIGNED: | 10/06/2016 |
| Total Attachments: 12 source=10-6-16 Sandbox-TM#page1.tif source=10-6-16 Sandbox-TM#page2.tif source=10-6-16 Sandbox-TM#page3.tif source=10-6-16 Sandbox-TM#page4.tif source=10-6-16 Sandbox-TM#page5.tif source=10-6-16 Sandbox-TM#page6.tif source=10-6-16 Sandbox-TM#page7.tif source=10-6-16 Sandbox-TM#page8.tif source=10-6-16 Sandbox-TM#page9.tif source=10-6-16 Sandbox-TM#page10.tif source=10-6-16 Sandbox-TM#page11.tif source=10-6-16 Sandbox-TM#page12.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 21, 2016, is among Sandbox Logistics, LLC, a Texas limited liability company, and Oren Technologies, LLC, a Texas limited liability company (each of the foregoing, a “**Grantor**”, and collectively, the “**Grantors**”), and BNP Paribas, as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) The Grantors, U.S. Silica Company, a Delaware corporation, as the Borrower, USS Holdings, Inc., a Delaware corporation, the Subsidiary Guarantors from time to time party thereto, the financial institutions listed on the signature pages thereof (each individually referred to as a “**Lender**” and collectively as “**Lenders**”) and BNP Paribas, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”) are parties to that certain Second Amended and Restated Credit Agreement, dated as of June 8, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified, including by that certain Amendment No. 1 to Credit Agreement, dated as of January 27, 2012, that certain Amendment No. 2 to Credit Agreement, dated as of March 30, 2012, and that certain Amendment No. 3 to Credit Agreement, dated as of July 23, 2013, the “**Credit Agreement**”).
- (B) The Grantors are party to a Pledge and Security Agreement, dated as of November 25, 2008 (as amended by Amendment No. 1 to Pledge and Security Agreement dated as of July 23, 2013 and as it may from time to time be further amended, modified or supplemented, the “**Pledge and Security Agreement**”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following included in the Collateral:

(a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,

(b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and

(c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 Separate and Distinct Grants of Security

Notwithstanding anything to the contrary contained in this Agreement, each Grantor and the Collateral Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interest granted pursuant to this Agreement to the Collateral Agent for the benefit of the Secured Parties and securing the Secured Obligations, will be a "first" priority security interest in the Collateral, junior to no other security interest.

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Intellectual Property if the grant of such Security Interest would constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein or would result in a breach of terms of, or constitute a default or violation of an agreement related to the Intellectual Property.

SECTION 5 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property 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. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 6 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

SANDBOX LOGISTICS, LLC, as Grantor

By 

Name: Christine C. Marshall

Title: Senior Vice President, Chief Legal Officer and Secretary

Notice Address:

3200 Southwest Freeway
Suite 1310, Houston, Texas 77027

OREN TECHNOLOGIES, LLC, as Grantor

By 

Name: Christine C. Marshall

Title: Senior Vice President, Chief Legal Officer and Secretary

Notice Address:

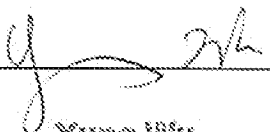
3200 Southwest Freeway
Suite 1310, Houston, Texas 77027

[Signature Page to IP Security Agreement (Sandbox)]

ACCEPTED AND AGREED:

BNP Paribas, as Collateral Agent

By: 
Name: _____
Title: **Charles Romano**
Director

By: 
Name: _____
Title: **Yung Wu**
Vice President

[Signature Page to IP Security Agreement (Sandbox)]

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS**

(A) REGISTERED COPYRIGHTS

Copyright Reg. No. Date

None.

(B) COPYRIGHT APPLICATIONS

None.

(C) COPYRIGHT LICENSES

Name of Agreement, Parties, Date of Agreement

None.

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS

(A) REGISTERED PATENTS

Patent Reg. No. Date

| Title | Application No./ Filing Date | Publication No. | Patent No./ Issue Date | Current Owner of Record |
|---|---|------------------------|-----------------------------------|------------------------------------|
| Proppant storage vessel and assembly thereof | 13/332,937 12/21/2011 | 20130161211 | 8827118 9/9/2014 | Oren Technologies, LLC |
| Proppant storage vessel and assembly thereof | 13/660,840 10/25/2012 | 20130161354 | 8505780 8/13/2013 | Oren Technologies, LLC |
| Proppant storage vessel and assembly thereof | 13/949,693 7/24/2013 | 20140246341 | 9296518 3/29/2016 | Oren Technologies, LLC |
| System of delivering and storing proppant for use at a well site and container for such proppant | 13/427,140 3/22/2012 | 20130164112 | 8622251 1/7/2014 | Oren Technologies, LLC |
| Method of delivering, transporting, and storing proppant for delivery and use at a well site | 14/310,648 6/20/2014 | 20140299225 | 9248772 2/2/2016 | Oren Technologies, LLC |
| Methods of storing and moving proppant at location adjacent rail line | 14/314,468 6/25/2014 | 20140308109 | 9162603 10/20/2015 | Oren Technologies, LLC |
| Methods of storing and moving proppant at location adjacent rail line | 14/851,005 9/11/2015 | 20160001989 | 9358916 6/7/2016 | Oren Technologies, LLC |
| Proppant discharge system and a container for use in such a proppant discharge system | 13/660,866 10/25/2012 | — | 8585341 11/19/2013 | Oren Technologies, LLC |
| Proppant discharge system and a container for use in such a proppant discharge system | 13/660,870 10/25/2012 | 20140020892 | 8668430 3/11/2014 | Oren Technologies, LLC |
| Proppant discharge system and a container for use in such a proppant discharge system | 14/831,941 8/21/2015 | 20150360855 | 9394102 7/19/2016 | Oren Technologies, LLC |
| Methods and systems to transfer proppant for fracking with reduced risk of production and release of silica dust at a well site | 14/676,039 4/1/2015 | 20160083177 | 9340353 5/17/2016 | Oren Technologies, LLC |
| Train car for proppant containers | 29/455,204 5/17/2013 | — | D703582 4/29/2014 | Oren Technologies, LLC |
| Proppant vessel | 29/500,678 8/27/2014 | — | RE45788 11/3/2015 | Oren Technologies, LLC |
| Proppant vessel | 29/518,163 2/20/2015 | — | RE45914 3/8/2016 | Oren Technologies, LLC |
| Proppant vessel base | 29/500,685 8/27/2014 | — | RE45713 10/6/2015 | Oren Technologies, LLC |
| Trailer for proppant containers | 29/455,210 5/17/2013 | — | D694670 12/3/2013 | Oren Technologies, LLC |

| Title | Application No./ Filing Date | Publication No. | Patent No./ Issue Date | Current Owner of Record |
|---------------------------------|---------------------------------|-----------------|---------------------------|----------------------------|
| Trailer for proppant containers | 29/451,676 4/5/2013 | — | D688597 8/27/2013 | Oren Technologies, LLC |
| Proppant vessel | 29/436,169 11/2/2012 | — | D688350 8/20/2013 | Oren Technologies, LLC |
| Proppant vessel | 29/436,170 11/2/2012 | — | D688351 8/20/2013 | Oren Technologies, LLC |

(B) PATENT APPLICATIONS

| Title | Application No./ Filing Date | Publication No. | Patent No./ Issue Date | Current Owner of Record |
|--|---------------------------------|----------------------------|---------------------------|----------------------------|
| Proppant storage vessel and assembly thereof | 14/831,905 8/21/2015 | 20150368038 | — | Oren Technologies, LLC |
| Trailer-mounted proppant delivery system | 14/175,340 2/7/2014 | 20150224905 | — | Oren Technologies, LLC |
| Method of delivering, transporting, and storing proppant for delivery and use at a well site | 14/841,942 9/1/2015 | 20150368037 | — | Oren Technologies, LLC |
| Proppant discharge system having a container and the process for providing proppant to a well site | 13/555,635 7/23/2012 | 20140020765 | — | Oren Technologies, LLC |
| Proppant discharge system and a container for use in such a proppant discharge system | 13/628,702 9/27/2012 | 20150183578 20140023463 | — | Oren Technologies, LLC |
| Proppant discharge system and a container for use in such a proppant discharge system | 13/660,855 10/25/2012 | 20150183579 20140023464 | — | Oren Technologies, LLC |
| Proppant discharge and storage system | 14/882,973 10/14/2015 | 20160031658 | — | Oren Technologies, LLC |
| Proppant discharge system and a container for use in such a proppant discharge system | 14/996,362 1/15/2016 | 20160130095 | — | Oren Technologies, LLC |
| Proppant discharge system and a container for use in such a proppant discharge system | 14/834,520 8/25/2015 | — | — | Oren Technologies, LLC |
| Proppant discharge system and a container for use in such a proppant discharge system | 14/485,686 9/13/2014 | 20150003943 | — | Oren Technologies, LLC |
| Proppant discharge system and a container for use in such a proppant discharge system | 14/485,687 9/13/2014 | 20150003955 | — | Oren Technologies, LLC |
| Proppant discharge system and a container for use in such a proppant discharge system | 14/831,924 8/21/2015 | 20150360857 | — | Oren Technologies, LLC |
| Proppant discharge system and a container for use in such a proppant discharge system | 14/948,494 11/23/2015 | 20160075507 | — | Oren Technologies, LLC |
| Proppant discharge system and a container for use in such a proppant discharge system | 14/923,920 10/27/2015 | 20160046454 | — | Oren Technologies, LLC |

| Title | Application No./ Filing Date | Publication No. | Patent No./ Issue Date | Current Owner of Record |
|---|---------------------------------|-----------------|---------------------------|----------------------------|
| Proppant discharge system and a container for use in such a proppant discharge system | 14/943,111 11/17/2015 | 20160068337 | — | Oren Technologies, LLC |
| Support apparatus for moving proppant from a container in a proppant discharge system | 13/768,962 2/15/2013 | 20140023465 | — | Oren Technologies, LLC |
| Method of delivering, storing, unloading, and using proppant at a well site | 14/310,786 6/20/2014 | 20140299226 | — | Oren Technologies, LLC |
| Methods and systems to transfer proppant for fracking with reduced risk of production and release of silica dust at a well site | 14/927,614 10/30/2015 | 20160046438 | — | Oren Technologies, LLC |
| Methods and systems to transfer proppant for fracking with reduced risk of production and release of silica dust at a well site | 14/943,182 11/17/2015 | 20160068342 | — | Oren Technologies, LLC |
| Cradle for proppant container having tapered box guides | 14/848,447 9/9/2015 | 20150375930 | — | Oren Technologies, LLC |
| Cradle for proppant container having tapered box guides | 14/986,826 1/4/2016 | 20160114969 | — | Oren Technologies, LLC |
| Apparatus for the transport and storage of proppant | 14/738,485 6/12/2015 | 20150284194 | — | Oren Technologies, LLC |
| Train car for proppant containers | 29/537,567 8/27/2015 | — | — | Oren Technologies, LLC |
| Proppant storage and transfer system and method | 14/922,836 10/26/2015 | 20160039433 | — | Oren Technologies, LLC |
| Proppant vessel base | 29/523,148 4/7/2015 | — | — | Oren Technologies, LLC |
| Proppant vessel base | 29/523,150 4/7/2015 | — | — | Oren Technologies, LLC |
| Systems and methods for bulk material storage and/or transport | 13/625,675 9/24/2012 | 20140083554 | — | SandBox Logistics LLC |
| Trailer for proppant containers | 29/537,566 8/27/2015 | — | — | Oren Technologies, LLC |
| Trailer for proppant containers | 29/537,565 8/27/2015 | — | — | Oren Technologies, LLC |
| Proppant vessel | 29/500,679 8/27/2014 | — | — | Oren Technologies, LLC |
| Proppant vessel | 29/518,830 2/27/2015 | — | — | Oren Technologies, LLC |
| Proppant vessel | 29/500,681 8/27/2014 | — | — | Oren Technologies, LLC |
| Proppant vessel | 29/518,134 2/20/2015 | — | — | Oren Technologies, LLC |

(C) PATENT LICENSES

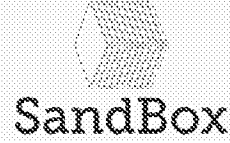
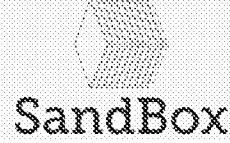
Name of Agreement, Parties, Date of Agreement

License Agreement from Oren Technologies, Inc. to SandBox Enterprises, LLC, recorded at Reel/Frame 031394/0520 on 10/3/13.

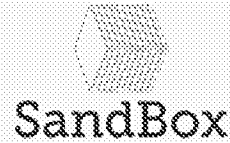
SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK REGISTRATIONS


(A) REGISTERED TRADEMARKS

Trademark Reg. No. Date

| Mark | Serial No./ Filing Date | Registration No./ Registration Date | Status | Current Owner of Record |
|--|------------------------------------|--|---------------|------------------------------------|
| SANDBOX | 86379087 8/27/2014 | 4947036 4/26/2016 | Registered | SandBox Logistics, LLC (Texas) |
| SANDBOX | 85577165 3/22/2012 | 4760566 6/23/2015 | Registered | SandBox Logistics, LLC (Texas) |
| SANDBOX & Design  | 86666621 6/18/2015 | 4851442 11/10/2015 | Registered | SandBox Logistics, LLC (Texas) |
| SANDBOX & Design  | 86651667 6/4/2015 | 4851418 11/10/2015 | Registered | SandBox Logistics, LLC (Texas) |

(B) TRADEMARK APPLICATIONS

| Mark | Serial No./ Filing Date | Registration No./ Registration Date | Status | Current Owner of Record |
|---|------------------------------------|--|---------------|------------------------------------|
| SANDBOX | 86979237 5/13/2014 | — | Pending | SandBox Logistics, LLC (Texas) |
| SANDBOX & Design  | 86651676 6/4/2015 | — | Pending | SandBox Logistics, LLC (Texas) |

| | | | | |
|--|-------------------------------|----------|----------------|---|
| <p>SANDBOX LOGISTICS EFFICIENCY. CUBED. & Design</p>  | <p>86732143 8/20/2015</p> | <p>—</p> | <p>Pending</p> | <p>SandBox Logistics, LLC (Texas)</p> |
|--|-------------------------------|----------|----------------|---|

(C) TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

None.