

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423623

| | | | |
|---|--|------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Emerge Energy Services LP | | 04/12/2017 | Limited Partnership: DELAWARE |
| Superior Silica Sands LLC | | 04/12/2017 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. Bank National Association, as Agent | | |
| Street Address: | 214 N. Tryon Street, 27th floor | | |
| City: | CHARLOTTE | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28202 | | |
| Entity Type: | National Association: MINNESOTA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4765037 | EMERGE ENERGY SERVICES | |
| Registration Number: | 4765038 | | |
| Registration Number: | 4616006 | SSS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | michael.barys@thomsonreuters.com | | |
| Correspondent Name: | Jacqueline Regis | | |
| Address Line 1: | 1999 Avenue of the Stars, Suite 1400 | | |
| Address Line 2: | c/o Hogan Lovells US LLP | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90067 | | |
| NAME OF SUBMITTER: | Jacqueline Regis | | |
| SIGNATURE: | /Michael Barys/ | | |
| DATE SIGNED: | 04/13/2017 | | |
| Total Attachments: 10 | | | |
| source=Second Lien Trademark Security Agreement#page1.tif | | | |

OP \$90.00 4765037

source=Second Lien Trademark Security Agreement#page2.tif
source=Second Lien Trademark Security Agreement#page3.tif
source=Second Lien Trademark Security Agreement#page4.tif
source=Second Lien Trademark Security Agreement#page5.tif
source=Second Lien Trademark Security Agreement#page6.tif
source=Second Lien Trademark Security Agreement#page7.tif
source=Second Lien Trademark Security Agreement#page8.tif
source=Second Lien Trademark Security Agreement#page9.tif
source=Second Lien Trademark Security Agreement#page10.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 12th day of April, 2017, by and among the Grantors listed on the signature page hereof ("Grantors"), and U.S. BANK NATIONAL ASSOCIATION, in its capacity as disbursing agent and collateral agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit and Security Agreement dated as of April 12, 2017 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantors and their respective affiliates from time to time party thereto, the lenders which are now or which hereafter become a party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest, subject only to Permitted Encumbrances that have priority as a matter of Applicable Law and Liens in favor of the Revolving Agent for the benefit of the "Secured Parties" (as defined in the Revolving Credit Agreement), in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) **ALL OF EACH GRANTOR'S TRADEMARKS, TRADEMARK APPLICATIONS, SERVICE MARKS, TRADE NAMES, MASK WORKS AND ASSOCIATED GOODWILL (COLLECTIVELY, "TRADEMARKS"), AND LICENSES FOR ANY OF THE FOREGOING ("LICENSES"), INCLUDING THOSE REFERRED TO ON SCHEDULE I HERETO;**

(b) **ALL REISSUES, CONTINUATIONS, CONTINUATIONS-IN-PART, SUBSTITUTES, EXTENSIONS OR RENEWALS OF AND IMPROVEMENTS ON THE FOREGOING; AND**

(c) **ALL PRODUCTS AND PROCEEDS OF THE FOREGOING, INCLUDING ANY CLAIM BY EITHER GRANTOR AGAINST THIRD PARTIES**

FOR PAST, PRESENT OR FUTURE INFRINGEMENT OR DILUTION OF ANY TRADEMARK OR ANY TRADEMARK LICENSED UNDER ANY LICENSE.

Notwithstanding the foregoing, the Trademark Collateral shall exclude the Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by Grantors to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving either Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If either Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. In accordance with Sections 6.6 and 9.3 of the Credit Agreement, each Grantor shall give notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting each Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of such 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 may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive

meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

8. GOVERNING LAW. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the factors or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

9. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary contained in this Trademark Security Agreement, (i) the Liens and security interests granted to the Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Lien Secured Parties (as defined in the ABL/Term Intercreditor Agreement), including Liens and security interests granted to the Revolving Agent and (ii) the exercise of any right or remedy in respect of the Liens and security interests by the Agent or any other secured party hereunder is subject to the limitations and provisions of the ABL/Term Intercreditor Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, with respect to any Trademark Collateral, until the occurrence of the Discharge of Senior Lien Obligations, any obligation of the Grantors hereunder with respect to the giving of any notice to any Person or the obtaining of any consent of any Person shall be subject and subordinate to the rights of the Revolving Agent pursuant to the Senior Lien Collateral Documents (as such term is defined in the ABL/Term Intercreditor Agreement). To the extent that compliance by any Credit Party with any actions specified in the immediately preceding sentence would (x) conflict with the exercise of or direction by the Revolving Agent of comparable rights or (y) be, under Applicable Law, prohibited or unable to be completed, then neither Grantor shall have to take any such actions so long as such Grantor is, with respect to clause (x), complying with the exercise of, or direction by, the Revolving Agent, and, with respect to clause (y), only so long as Applicable Law would prevent such compliance. Any reference herein to the Lien of Agent being “first priority” or

words of similar effect shall mean that such Lien is a first priority Lien, subject only to the prior Lien of the Revolving Agent and any Permitted Encumbrances that have priority by operation of law. In the event of any conflict between the terms of (i) the Intercreditor Agreements and this Trademark Security Agreement, the terms of the Intercreditor Agreements shall govern and control or (ii) the ABL/Term Intercreditor Agreement and the Junior Lien Intercreditor Agreement, the terms of the ABL/Term Intercreditor Agreement shall govern and control.

10. AGENT. Agent shall be entitled to the same rights, protections, immunities and indemnities as set forth in the Credit Agreement, as if the provisions setting forth those rights, protections, immunities and indemnities are fully set forth herein. Agent shall not be responsible for, nor incur any liability with respect to, insuring the Collateral or the payment of taxes, charges or assessments upon the Collateral or otherwise as to the maintenance of Collateral. Agent shall be under no obligation or duty to take any action under this Trademark Security Agreement or any of the Credit Agreement or Other Documents or otherwise if taking such action would subject Agent to a tax in any jurisdiction where it is not then subject to a tax or would require Agent to qualify to do business in any jurisdiction where it is not then so qualified.

[Remainder of page intentionally left blank; signature page follows.]

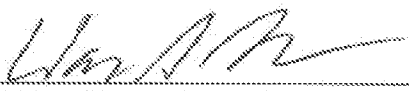
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

EMERGE ENERGY SERVICES LP,
a Delaware limited partnership


By: EMERGE ENERGY SERVICES GP
LLC, a Delaware limited liability
company,

its: general partner

By: 
Name: Warren B. Bonham
Title: Vice President

SUPERIOR SILICA SANDS LLC,
a Texas limited liability company

By: EMERGE ENERGY SERVICES
OPERATING LLC, its sole member

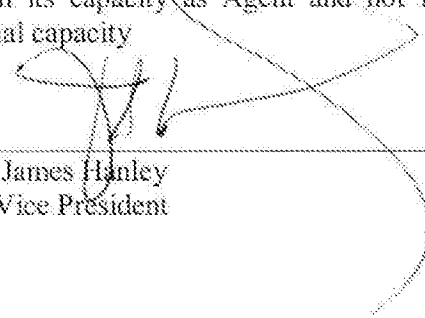
By: 
Name: Warren B. Bonham
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND
ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Agent and not in its
individual capacity

By: _____
Name: James Hanley
Title: Vice President



[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Texas Sports Sands is a common law mark owned by Superior Silica Sands LLC.

| <u>Grantor</u> | <u>Country</u> | <u>Description of Trademark</u> | <u>Application/Number</u> | <u>Application/Date</u> |
|---------------------------|----------------|--|--|-------------------------|
| EMERGE ENERGY SERVICES LP | USA | EMERGE ENERGY SERVICES | 85/979,447 (Reg. No. 4765037) | 07/26/2012 |
| EMERGE ENERGY SERVICES LP | USA |  | 85/979,448 (Reg. No. 4765038) | 07/26/2012 |
| SUPERIOR SILICA SANDS LLC | USA | SSS | 86/007,469 (Reg. No. 4616006) | 07/11/2013 |
| SUPERIOR SILICA SANDS LLC | Canada | SSS  | 1,636,189 (Reg. No. TMA916,199) | 07/22/2013 |
| SUPERIOR SILICA SANDS LLC | Canada | SANDMAXX BOTTOM LINE TECHNOLOGY SSS A SUPERIOR SILICA SANDS PRODUCT  | 1,789,507 (Pending) | 06/30/2016 |
| SUPERIOR SILICA SANDS LLC | Canada | SANDMAXX | 1,789,503 (Pending) | 06/30/2016 |

Licenses

N/A