

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental 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:	PNC Bank, National Association, as Agent		
Street Address:	Commercial Loan Center/D CC-500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4765038		
Registration Number:	4765037	EMERGE ENERGY SERVICES	
Registration Number:	4616006	SSS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	04/12/2017		
Total Attachments: 8			

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Emerge Energy Services LP
- 2. Superior Silica Sands LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. Limited Partnership-DE; 2. LLC-TX
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 12, 2017

- Assignment
- Security Agreement
- Other Supplemental Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association, as Agent

Street Address: Commercial Loan Center/D CC-500 First Avenue

City: Pittsburgh

State: PA

Country: USA Zip: 15219

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

April 12, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mall Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First 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 PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative and collateral agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated as of June 27, 2014 (as may be further 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 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 facts 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.

[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:

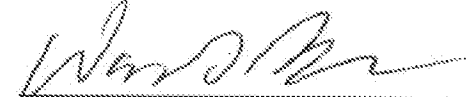
EMERGE ENERGY SERVICES LP,
a Delaware limited partnership

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

By: EMERGE ENERGY SERVICES
OPERATING LLC, its sole member

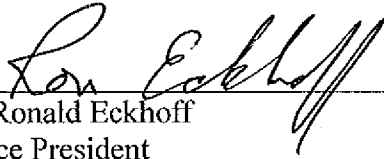
By: 
Name: Warren B. Bonham
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006035 FRAME: 0075

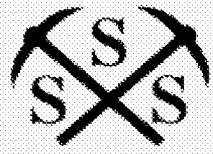
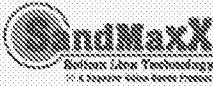
ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
solely in its capacity as Agent and not in its
individual capacity

By: 
Name: Ronald Eckhoff
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Description of Trademark</u>	<u>Application/ Serial Number</u>	<u>Application/ Registration Date</u>
EMERGE ENERGY SERVICES LP	USA		85/979,448 (Reg. No. 4765038)	07/26/2012
EMERGE ENERGY SERVICES LP	USA	EMERGE ENERGY SERVICES	85/979,447 (Reg. No. 4765037)	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