

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443604

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Silica Company		09/15/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNP Paribas		
<b>Street Address:</b>	787 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Corporation: FRANCE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87121543	WHITE ARMOR	
<b>Registration Number:</b>	5244439	WHITE ARMOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	821588		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	09/19/2017		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 15, 2017, by and between U.S. SILICA COMPANY, a Delaware corporation (the "**Grantor**") 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 Grantor, 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) Grantor is party to a Pledge and Security Agreement, dated as of November 25, 2008 in favor of the Collateral Agent (as it may from time to time be amended, modified or supplemented, the "**Pledge and Security Agreement**"), pursuant to which the Grantor is 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, the 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 the 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, the 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 the Grantor will not 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 the 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**

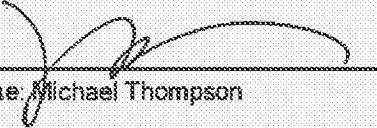
**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

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

U.S. Silica Company, as Grantor

By

  
Name: Michael Thompson

Title: Treasurer

Notice Address:

8490 Progress Drive, Suite 300

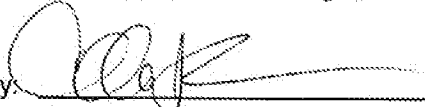
Frederick, MD 21701

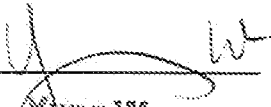
Attn.: Legal Dept.

Fax: 301-682-0690

**ACCEPTED AND AGREED:**

BNP Paribas, as Collateral Agent

By:   
Name: C. Rismama  
Title: Director

By:   
Name: Ying Wu  
Title: Vice President

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

(A) REGISTERED COPYRIGHTS

None.

(B) COPYRIGHT APPLICATIONS

None.

(C) COPYRIGHT LICENSES

None.

**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**PATENT REGISTRATIONS**

**(A) REGISTERED PATENTS**

Co.	Title	Application No.	Filing Date	Patent No.	Issue Date	Status
US	HIGHLY REFLECTIVE ROOFING SYSTEM	12/857,948	08/17/10	8865303	10/21/14	Issued
CA	HIGHLY REFLECTIVE ROOFING SYSTEM	2775818	08/17/10	2775818	11/01/16	Issued
CN	HIGHLY REFLECTIVE ROOFING SYSTEM	102612580	08/17/10	102612580	09/09/15	Granted
EP	HIGHLY REFLECTIVE ROOFING SYSTEM	10745121.3	08/17/10	2483494	07/13/16	Issued
PL	HIGHLY REFLECTIVE ROOFING	10745121.3 (Validation in Poland)	08/17/10	2483494	12/30/16	Issued
HK	HIGHLY REFLECTIVE ROOFING SYSTEM	2013-101047	01/24/2013	HK1173757	08/26/16	Issued
JP	HIGHLY REFLECTIVE ROOFING SYSTEM	2012-532082	08/17/10	5869485B	02/24/16	Issued
US	HIGHLY REFLECTIVE ROOFING SYSTEM	14/506,570	10/03/14	9303407	04/05/16	Issued
US	HIGHLY REFLECTIVE ROOFING SYSTEM	15/057,724	03/01/16	9714512	07/25/17	Issued

**(B) PATENT APPLICATIONS**



Co.	Title	Application No.	Filing Date	Patent No.	Issue Date	Status
BR	HIGHLY REFLECTIVE ROOFING SYSTEM	BR112012007380-0	08/17/10			Pending
BE	HIGHLY REFLECTIVE ROOFING SYSTEM	10745121.3 (Validation in Belgium)	08/17/10			Pending
DE	HIGHLY REFLECTIVE ROOFING SYSTEM	60 2010 034 668.4 (Validation in Germany)	08/17/10			Pending
ES	HIGHLY REFLECTIVE ROOFING SYSTEM	10745121.3 (Validation in Spain)	08/17/10			Published
FR	HIGHLY REFLECTIVE ROOFING SYSTEM	10745121.3 (Validation in France)	08/17/10			Pending
IT	HIGHLY REFLECTIVE ROOFING SYSTEM	502016000100761 (Italy)	08/17/10			Pending
LU	HIGHLY REFLECTIVE ROOFING SYSTEM	10745121.3 (Validation in Luxembourg)	08/17/10			Pending
NL	HIGHLY REFLECTIVE ROOFING SYSTEM	10745121.3 (Validation in Netherlands)	08/17/10			Pending
GB	HIGHLY REFLECTIVE ROOFING SYSTEM	10745121.3 (Validation in UK)	08/17/10			Pending
IN	HIGHLY REFLECTIVE ROOFING SYSTEM	951/CHENP/2012	08/17/10			Pending

(C) PATENT LICENSES

None.

**SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

**(A) REGISTERED TRADEMARKS**

Co.	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
US	WHITE ARMOR	87121541	07/29/16	5244439	07/18/17	Registered

**(B) TRADEMARK APPLICATIONS**

Co.	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
US	WHITE ARMOR	87121543	07/29/2016			Pending

**(C) TRADEMARK LICENSES**

None.