

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Select Energy Services, LLC		11/01/2017	Limited Liability Company: DELAWARE
Benchmark Performance Group, LLC		11/01/2017	Limited Liability Company: TEXAS
Technology Management, L.L.C.		11/01/2017	Limited Liability Company: OKLAHOMA
Crescent Services, L.L.C.		11/01/2017	Limited Liability Company: OKLAHOMA
Select Energy Solutions (RW), LLC		11/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1100 Abernathy Rd., Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3897623	SELECT ENERGY SERVICES	
Registration Number:	4388930	WELLONE	
Registration Number:	4388935	WATERONE	
Registration Number:	4388936	FLUIDITY	
Registration Number:	4708893	AQUAVIEW	
Registration Number:	3118055	GREENSKEEPER	
Registration Number:	3352297	BENCHMARK DISTRIBUTION SERVICES	
Registration Number:	3352298	BDS BENCHMARK DISTRIBUTION SERVICES	
Registration Number:	3040265	SLURRYSERVICE	
Registration Number:	3034472	SLURRYWATCH	
Registration Number:	4662497	ROCKWATER	
Registration Number:	4475810	HIGHWAY TO ZERO H2O	

OP \$490.00 3897623

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4144244	INCREASING PRODUCTION, REDUCING YOUR FOO
Registration Number:	4133188	ROCKWATER ENERGY SOLUTIONS
Registration Number:	4133189	ROCKWATER ENERGY SOLUTIONS
Registration Number:	3817997	NEOHYDRO
Registration Number:	3973316	ENVIROEDGE
Registration Number:	1435939	FAS-LINE
Registration Number:	1435940	FAS-LINE

CORRESPONDENCE DATA

Fax Number: 3128637867

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.

Phone: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.545
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	11/06/2017

Total Attachments: 7

source=Select_Energy_-_Trademark_Security_Agreement (2)#page1.tif

source=Select_Energy_-_Trademark_Security_Agreement (2)#page2.tif

source=Select_Energy_-_Trademark_Security_Agreement (2)#page3.tif

source=Select_Energy_-_Trademark_Security_Agreement (2)#page4.tif

source=Select_Energy_-_Trademark_Security_Agreement (2)#page5.tif

source=Select_Energy_-_Trademark_Security_Agreement (2)#page6.tif

source=Select_Energy_-_Trademark_Security_Agreement (2)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of November, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for the Lender Parties and the Banking Services Providers (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 1, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Select Energy Services, LLC, a Delaware limited liability company ("Borrower"), SES Holdings, LLC, a Delaware limited liability company ("Parent"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Administrative Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender Parties and the Banking Services Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Credit Documents, and the Banking Services Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of November 1, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, 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, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent or the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty 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 inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement

by amending Schedule I to include any such new trademark rights of each 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 Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Credit Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**SELECT ENERGY SERVICES, LLC
BENCHMARK PERFORMANCE GROUP, LLC
TECHNOLOGY MANAGEMENT, L.L.C.
CRESCENT SERVICES, L.L.C.
SELECT ENERGY SOLUTIONS (RW), LLC**

By: 

Name: Gary M. Gillette

Title: Senior Vice President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____

Name: _____

Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**SELECT ENERGY SERVICES, LLC
BENCHMARK PERFORMANCE GROUP, LLC
TECHNOLOGY MANAGEMENT, L.L.C.
CRESCENT SERVICES, L.L.C.
SELECT ENERGY SOLUTIONS (RW), LLC**

By: _____

Name: Gary M. Gillette

Title: Senior Vice President and Chief Financial
Officer

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By: _____

Name: Sarah Raybon

Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006197 FRAME: 0058**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<u>Record Owner</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Select Energy Services, LLC	US	SELECT ENERGY SERVICES	12/28/2010	3,897,623
Select Energy Services, LLC	US	WELLONE	08/20/2013	4,388,930
Select Energy Services, LLC	US	WATERONE	08/20/2013	4,388,935
Select Energy Services, LLC	US	FLUIDITY	08/20/2013	4,388,936
Select Energy Services, LLC	US	AQUAVIEW	03/24/2015	4,708,893
Benchmark Performance Group, LLC	US	GreensKeeper (Standard characters, without claim to any particular font, style, size or color)	7/18/06	3,118,055
Benchmark Performance Group, LLC	US	 Benchmark Distribution Services (Standard characters, without claim to any particular font, style, size or color)	12/11/07	3,352,297
Benchmark Performance Group, LLC	US	 BDS Benchmark Distribution Services & Design (Stylized and/or with design)	12/11/07	3,352,298
Benchmark Performance Group, LLC	US	SlurryService (Standard characters, without claim to any particular font, style, size or color)	1/10/06	3,040,265
Benchmark Performance Group, LLC	US	SLURRYWATCH	12/27/05	3,034,472
Select Energy Solutions (RW), LLC	US		12/30/14	4,662,497

<u>Record Owner</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Select Energy Solutions (RW), LLC	US		1/28/14	4,475,810
Select Energy Solutions (RW), LLC	US	Increasing Production, Reducing your footprint.	5/15/12	4,144,244
Select Energy Solutions (RW), LLC	US	Rockwater Energy Solutions	4/24/12	4,133,188
Select Energy Solutions (RW), LLC	US		4/24/12	4,133,189
Select Energy Solutions (RW), LLC	US	NEOHYDRO	7/13/10	3,817,997
Crescent Services, L.L.C.	US	EnviroEdge	6/7/11	3,973,316
Select Energy Solutions (RW), LLC	US	FAS-LINE	4/7/87	1435940
Select Energy Solutions (RW), LLC	US	FAS-LINE	4/7/87	1435939