

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457220

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED SECOND LIEN TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EMERGE ENERGY SERVICES LP		01/05/2018	Limited Partnership:
SUPERIOR SILICA SANDS LLC		01/05/2018	Limited Liability Company:

## RECEIVING PARTY DATA

<b>Name:</b>	HPS INVESTMENT PARTNERS, LLC, AS NOTES AGENT AND COLLATERAL AGENT
<b>Street Address:</b>	40 West 57th Street
<b>Internal Address:</b>	33rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Limited Liability Company: UNITED STATES

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Serial Number:</b>	85688240	EMERGE ENERGY SERVICES
<b>Serial Number:</b>	85688242	
<b>Registration Number:</b>	4765037	EMERGE ENERGY SERVICES
<b>Registration Number:</b>	4765038	
<b>Registration Number:</b>	4616006	SSS
<b>Registration Number:</b>	5287066	SANDMAXX BOTTOM LINE TECHNOLOGY SSS A SU
<b>Registration Number:</b>	5317617	SANDGUARD
<b>Registration Number:</b>	5201056	SANDMAXX

## CORRESPONDENCE DATA

Fax Number: 2123108007

*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: 212.310.8522

Email: juan.arias@weil.com

Correspondent Name: Anna McEwen

TRADEMARK

**Address Line 1:** Weil, Gotshal & Manges LLP  
**Address Line 2:** 767 Fifth Avenue  
**Address Line 4:** New York, NEW YORK 10153

**ATTORNEY DOCKET NUMBER:** Anna McEwen-52644.0010

**NAME OF SUBMITTER:** Anna McEwen

**SIGNATURE:** /Anna McEwen/

**DATE SIGNED:** 01/08/2018

**Total Attachments: 8**

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AMENDED AND RESTATED SECOND LIEN TRADEMARK SECURITY  
AGREEMENT

This Amended and Restated Second Lien Trademark Security Agreement (this "Trademark Security Agreement") is made as of January 5, 2018, by and among the Grantors listed on the signature page hereof ("Grantors"), and HPS INVESTMENT PARTNERS, LLC, in its capacity as notes agent and collateral agent for the Noteholders (as defined below) (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Note Purchase Agreement") among Grantors and their respective affiliates from time to time party thereto, the noteholders which are now or which hereafter become a party thereto (the "Noteholders"), and Agent, the Noteholders agreed to make certain financial accommodations available to the Issuers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Note Purchase Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Noteholders, 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 Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby assigns, pledges and grants to Agent, for its benefit and the benefit of the Noteholders, 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 now owned or existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):

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

**ALL INCOME, FEES, ROYALTIES, DAMAGES, CLAIMS AND PAYMENTS NOW OR HEREAFTER DUE AND/OR PAYABLE UNDER THE**

**TRADEMARKS AND LICENSES, INCLUDING DAMAGES AND PAYMENTS FOR PART, PRESENT AND FUTURE INFRINGEMENTS, VIOLATIONS OR IMPAIRMENTS THEREOF;**

**ALL RIGHTS CORRESPONDING TO THE TRADEMARKS OR LICENSES THROUGHOUT THE WORLD; AND**

**ALL RIGHTS TO SUE FOR PAST, PRESENT OR FUTURE INFRINGEMENT, VIOLATION OR DILUTION OF THE TRADEMARKS OR LICENSES.**

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 Noteholders 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. NOTE PURCHASE 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 Noteholders, pursuant to the Note Purchase 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 Note Purchase 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 Trademark Collateral, this Trademark Security Agreement shall automatically apply thereto. In accordance with Sections 6.6 and 9.3 of the Note Purchase Agreement, each Grantor shall give notice in writing to Agent with respect to any such new Trademark Collateral. 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 Trademark Collateral 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. The following rules of construction shall apply in this Trademark Security Agreement:

(a) The terms “herein,” “hereof” and “hereunder” and other words of similar import refer to this Trademark Security Agreement as a whole and not to any particular section, paragraph or subdivision.

(b) All references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Trademark Security Agreement.

(c) Any pronoun used shall be deemed to cover all genders.

(d) Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa.

(e) All references to Laws shall include any amendments of same and any successor Laws.

(f) Unless otherwise provided, all references to any instruments or agreements, including references to this Trademark Security Agreement or any of the Other Documents, shall include any and all modifications or amendments thereto, and any and all restatements, amendment and restatements, extensions or renewals thereof, in each case, in accordance therewith and herewith.

(g) Whenever the words “including” or “include” shall be used, such words shall be understood to mean “including, without limitation” or “include, without limitation”.

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.

9. AMENDMENT AND RESTATEMENT. This Trademark Security Agreement amends and restates (but does not constitute an extinguishment or novation of) that certain Second Lien Trademark Security Agreement dated April 12, 2017 but the Grantors listed therein in favor of U.S. Bank, National Association.

10. 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 Note 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 the ABL/Term Intercreditor Agreement and this Trademark Security Agreement, the terms of the ABL/Term Intercreditor Agreement shall govern and control.

11. AGENT. Agent shall be entitled to the same rights, protections, immunities and indemnities as set forth in the Note Purchase 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 Note Purchase 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.


GRANTOR:

**EMERGE ENERGY SERVICES LP**

By: Emerge Energy Services GP LLC, its general partner

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

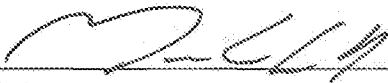
**SUPERIOR SILICA SANDS LLC**

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

[Signature Page to Amended and Restated Second Lien Trademark Security Agreement]

ACCEPTED AND  
ACKNOWLEDGED BY:

HPS INVESTMENT PARTNERS, LLC,  
solely in its capacity as Agent and not in its  
individual capacity

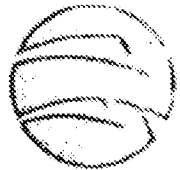
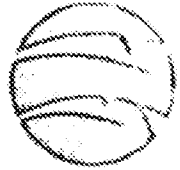

By:   
Name: MARCUS COUFELLE  
Title: MANAGING DIRECTOR



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/ Serial Number</u>	<u>Application/Registration Date</u>
EMERGE ENERGY SERVICES LP	USA	EMERGE ENERGY SERVICES	85/688,240  (Abandoned)	7/26/2012
EMERGE ENERGY SERVICES LP	USA	 <u>Misc. Design</u>	85/688,242  (Abandoned)	7/26/2012
EMERGE ENERGY SERVICES LP	USA	EMERGE ENERGY SERVICES	85/979,447  (Reg. No. 4765037)	07/26/2012
EMERGE ENERGY SERVICES LP	USA	 <u>Misc. Design</u>	85/979,448  (Reg. No. 4765038)	07/26/2012
EMERGE ENERGY SERVICES LP	CANADA	EES LOGO 	1602119 (Pending)	
EMERGE ENERGY SERVICES LP	CANADA	EMERGE ENERGY SERVICES	1602120 (Pending)	

Superior Silica Sands LLC	USA	SSS 	86/007,469  (Reg. No. 4616006)	07/11/2013
Superior Silica Sands LLC	USA	SANDMAXX BOTTOM LINE TECHNOLOGY SSS A SUPERIOR SILICA SANDS PRODUCT	86/899,079  (Reg. No. 5287066)	02/05/2016
Superior Silica Sands LLC	USA	SANDGUARD	86/762,455  (Reg. No. 5317617)	09/21/2015
Superior Silica Sands LLC	USA	SANDMAXX	86/899,065  (Reg. No. 5201056)	02/05/2016
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