

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM459069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emerge Energy Services LP		01/05/2018	Limited Partnership: DELAWARE
Superior Silica Sands LLC		01/05/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	2100 Ross Avenue, Suite 1850		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4765037	EMERGE ENERGY SERVICES	
Registration Number:	4765038		
Registration Number:	4616006	SSS	
Registration Number:	5287066	SANDMAXX BOTTOM LINE TECHNOLOGY SSS A SU	
Registration Number:	5317617	SANDGUARD	
Registration Number:	5201056	SANDMAXX	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,hunter.hullett@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		

OP \$165.00 4765037

DATE SIGNED:	01/23/2018
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Total Attachments: 9

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AMENDED AND RESTATED

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This Amended and Restated First Lien Trademark Security Agreement (this “Trademark Security Agreement”) is made as of this 5th day of January, 2018, 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 Second Amended and Restated Revolving Credit and Security Agreement dated as of January 5, 2018 (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 assigns, pledges and grants to Agent, for its benefit and the benefit of the Lenders, a continuing first priority security interest, subject only to Permitted Encumbrances, 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”):

(a) **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;**

(b) **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;**

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

(d) **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 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 Trademark Collateral, 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 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 First Lien Trademark Security Agreement dated April 12, 2017 by the Grantors listed therein in favor of Agent for the Lenders.

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

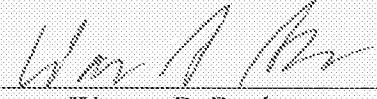
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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

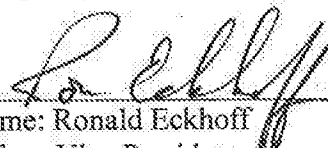
By:


Name: Warren B. Bonham
Title: Vice President

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

[Signature Page]



Amended and Restated First Lien Trademark Security Agreement


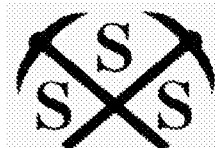
TRADEMARK
REEL: 006256 FRAME: 0536

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	1,789,507 (Pending)	06/30/2016

		SILICA SANDS PRODUCT 		
Superior Silica Sands LLC	Canada	SANDMAXX	1,789,503 (Pending)	06/30/2016

Licenses

N/A

#54572902

RECORDED: 01/23/2018

**TRADEMARK
REEL: 006256 FRAME: 0540**