

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM467814

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant Security Interest Trademark		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
US Shale Solutions, LLC		03/27/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cantor Fitzgerald Securities, as Agent		
<b>Street Address:</b>	110 E. 59th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Partnership: NEW YORK		
<b>Composed Of:</b>	<ul style="list-style-type: none"> <li>Cantor Fitzgerald Securities, as Agent, NEW YORK, Partnership</li> </ul>		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4887059	US SHALE SOLUTIONS	
<b>Registration Number:</b>	4978669		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	emily.klump@clarivate.com		
<b>Correspondent Name:</b>	Laura L. Dunn		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Emily Klump		
<b>SIGNATURE:</b>	/Emily Klump/		
<b>DATE SIGNED:</b>	03/30/2018		
<b>Total Attachments: 5</b>			
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## GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, US SHALE SOLUTIONS, LLC, a Delaware limited liability company (the "*Grantor*") with its principal offices at 7670 Woodway Drive, Suite 250, Houston, Texas 77063, hereby grants to CANTOR FITZGERALD SECURITIES, as Administrative Agent, with offices at 110 E. 59th Street, New York, New York 10022 (the "*Grantee*"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "*Marks*") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This Grant is made to secure the satisfactory performance and payment of all the Obligations of the Grantor under the Loan Documents, as such terms are defined in the Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of March 27, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


This Grant is subject to the terms and conditions set forth in the Cross Lien Intercreditor Agreement (as defined in the Security Agreement), if any, in all respects and, in the event of any conflict between the terms of the Cross Lien Intercreditor Agreement, if any, and this Grant, the terms of the Cross Lien Intercreditor Agreement shall govern and control.

This Grant has been accepted, executed and delivered by Cantor Fitzgerald Securities, in its capacity as Administrative Agent under the Loan Agreement (as defined in the Security Agreement) and the Security Agreement. The Administrative Agent shall be entitled to all of the rights, privileges and immunities granted to it, as though fully set forth herein.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

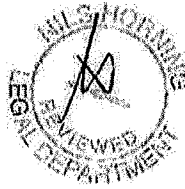
US SHALE SOLUTIONS, LLC, Grantor

By:   
Name: Jeremy Jackson  
Title: Chief Financial Officer

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS]

CANTOR FITZGERALD SECURITIES, in its capacity  
as Administrative Agent, as Grantee

By:   
Name: James Bond  
Title: Chief Operating Officer




[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS]

(US Sube)

## SCHEDULE A

### TRADEMARKS:

OWNER	REG. NO. / (APP. NO.)	REG. DATE	TRADEMARK	COUNTRY
US Shale Solutions, LLC	4887059	1/12/16	US Shale Solutions	United States
US Shale Solutions, LLC	4978669	6/14/16	 <b>US SHALE SOLUTIONS</b>	United States

### LICENSES:

None

## 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):

US Shale Solutions, LLC

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other Delaware Limited Liability Company

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) March 27, 2018

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Grant Security Interest Trademark

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: Cantor Fitzgerald Securities, as Agent

Street Address: 110 E. 59th Street

City: New York

State: New York

Country: USA Zip: 10022

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☒ Partnership Citizenship New York  
☐ 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 \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A

See Schedule A

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: Laura L. Dunn

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3408

Docket Number: \_\_\_\_\_

Email Address: ldunn@chapman.com

### 6. Total number of applications and registrations involved:

2

### 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: Laura L. Dunn, for Chapman and Cutler LLP

March 27, 2018

Signature

Date

Laura L. Dunn, Paralegal

Name of Person Signing

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

5

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