

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473070

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Silica Company		05/01/2018	Corporation: DELAWARE
Sandbox Logistics, LLC		05/01/2018	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: FRANCE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5024004	SANDBOX LOGISTICS EFFICIENCY. CUBED.
Registration Number:	5405752	SOUTHERN PREMIUM
Registration Number:	5386692	
Registration Number:	4736428	INNOSET
Registration Number:	4655345	US SILICA WHITE
Registration Number:	4598800	TERE-SIL
Registration Number:	4571294	MYSTIC WHITE II
Serial Number:	87555421	
Serial Number:	87509865	MICRO STIM
Serial Number:	87509866	MICRO STIM PLUS
Serial Number:	87185669	SANDBOX A U.S. SILICA COMPANY

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

TRADEMARK

Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 191429-30

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 05/08/2018

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY SUPPLEMENT

This **INTELLECTUAL PROPERTY SECURITY SUPPLEMENT**, dated as of May 1, 2018, by and between U.S. Silica Company, a Delaware corporation, and Sandbox Logistics, LLC, a Texas limited liability company and Oren Technologies, LLC, a Texas limited liability company (each a “**Grantor**” and, together, the “**Grantors**”) 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) U.S. Silica Company, 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 Third Amended and Restated Credit Agreement, dated as of May 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified, the “**Credit Agreement**”).
- (B) Grantors are parties to a Pledge and Security Agreement, dated as of November 25, 2008 in favor of the Collateral Agent (as amended on July 23, 2013 and as may be further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are 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, each 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 each 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 any 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, each 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 each 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 each 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.

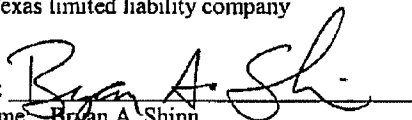
SECTION 6 Governing Law

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 undersigned have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

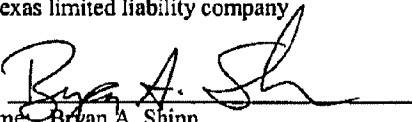
OREN TECHNOLOGIES, LLC,
a Texas limited liability company

By: 
Name: Bryan A. Shinn
Title: Chief Executive Officer

[Signature Page to IP Supplement Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

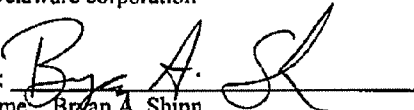
SANDBOX LOGISTICS, LLC,
a Texas limited liability company

By: 
Name: Bryan A. Shinn
Title: Chief Executive Officer

[Signature Page to IP Supplement Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

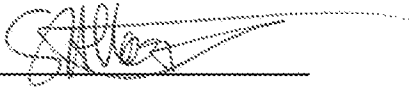
U.S. SILICA COMPANY,
a Delaware corporation

By: 
Name: Bryan A. Shinn
Title: Chief Executive Officer

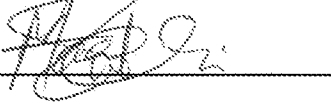
[Signature Page to IP Supplement Agreement]

ACCEPTED AND AGREED:

BNP PARIBAS, as Collateral Agent

By: 

Name:
Title: **Stephane Mazzi**
Vice President

By: 

Name:
Title: **Aadil Zuberi**
Vice President

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY SUPPLEMENT

COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

None.

(B) COPYRIGHT APPLICATIONS

None.

(C) COPYRIGHT LICENSES

None.

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY SUPPLEMENT

PATENT REGISTRATIONS

(A) REGISTERED PATENTS

See attached.

(B) PATENT APPLICATIONS

See attached.

(C) PATENT LICENSES

None.

U.S. Patents

Supplement to Schedule III of the Pledge and Security Agreement provided on 11/10/2018

(as supplemented on 05/1/2018)

Title	Patent Number	Publication Date	Application Number	Application Date	Status	Assignee
CONVEYOR WITH INTEGRATED DUST COLLECTOR SYSTEM	9932183	2018-04-03	15497253	2017-04-26	Patented	OREN TECHNOLOGIES, LLC
METHOD OF DELIVERING, TRANSPORTING, AND STORING PROPPANT FOR DELIVERY AND USE AT A WELL SITE	9932181	2018-04-03	15413822	2017-01-24	Patented	OREN TECHNOLOGIES, LLC
CONVEYOR WITH INTEGRATED DUST COLLECTOR SYSTEM	9919882	2018-03-20	15398950	2017-01-05	Patented	OREN TECHNOLOGIES, LLC
CONVEYOR WITH INTEGRATED DUST COLLECTOR SYSTEM	9868598	2018-01-16	15463278	2017-03-20	Patented	OREN TECHNOLOGIES, LLC
CONVEYOR WITH INTEGRATED DUST COLLECTOR SYSTEM	9845210	2017-12-19	15398835	2017-01-05	Patented	OREN TECHNOLOGIES, LLC
CRADLE FOR PROPPANT CONTAINER HAVING TAPERED BOX GUIDES	9840366	2017-12-12	15426242	2017-02-07	Patented	OREN TECHNOLOGIES, LLC
TRAILER ASSEMBLY FOR TRANSPORT OF CONTAINERS OF PROPPANT MATERIAL	9796319	2017-10-24	15219359	2016-07-26	Patented	OREN TECHNOLOGIES, LLC
TRAILER-MOUNTED PROPPANT DELIVERY SYSTEM	9758081	2017-09-12	15152744	2016-05-12	Patented	OREN TECHNOLOGIES, LLC
METHOD OF DELIVERING, STORING, UNLOADING, AND USING PROPPANT AT A WELL SITE	9701463	2017-07-11	15083596	2016-03-29	Patented	OREN TECHNOLOGIES, LLC
PROPPANT DISCHARGE SYSTEM AND A CONTAINER FOR USE IN SUCH A PROPPANT DISCHARGE SYSTEM	9694970	2017-07-04	15144296	2016-05-02	Patented	OREN TECHNOLOGIES, LLC
METHODS OF STORING AND MOVING PROPPANT AT LOCATION ADJACENT RAIL LINE	9682815	2017-06-20	15251020	2016-08-30	Patented	OREN TECHNOLOGIES, LLC
SYSTEM AND METHOD FOR DELIVERING PROPPANT TO A BLENDER	9676554	2017-06-13	15260371	2016-09-09	Patented	OREN TECHNOLOGIES, LLC

Title	Patent Number	Publication Date	Application Number	Application Date	Status	Assignee
SYSTEM AND METHOD FOR DELIVERING PROPPANT TO A BLENDER	9670752	2017-06-06	14854622	2015-09-15	Patented	OREN TECHNOLOGIES, LLC
METHOD OF DELIVERING, STORING, UNLOADING, AND USING PROPPANT AT A WELL SITE	9656799	2017-05-23	15084613	2016-03-30	Patented	OREN TECHNOLOGIES, LLC
PROPPANT STORAGE VESSEL AND ASSEMBLY THEREOF	9643774	2017-05-09	15285105	2016-10-04	Patented	OREN TECHNOLOGIES, LLC
PROPPANT STORAGE VESSEL AND ASSEMBLY THEREOF	9527664	2016-12-27	15191592	2016-06-24	Patented	OREN TECHNOLOGIES, LLC
PROPPANT STORAGE VESSEL AND ASSEMBLY THEREOF	9511929	2016-12-06	15191578	2016-06-24	Patented	OREN TECHNOLOGIES, LLC
METHODS OF STORING AND MOVING PROPPANT AT LOCATION ADJACENT RAIL LINE	9475661	2016-10-25	15143893	2016-05-02	Patented	OREN TECHNOLOGIES, LLC
TRAILER ASSEMBLY FOR TRANSPORT OF CONTAINERS OF PROPPANT MATERIAL	9446801	2016-09-20	13854405	2013-04-01	Patented	OREN TECHNOLOGIES, LLC
PROPPANT VESSEL BASE	D688349	2013-08-20	29436168	2012-11-02	Patented	OREN TECHNOLOGIES, LLC
PROPPANT VESSEL	D688772	2013-08-27	29436167	2012-11-02	Patented	OREN TECHNOLOGIES, LLC
SOLAR REFLECTIVE PARTICULATES	9890288	2018-02-13	14962906	2015-12-08	Patented	U.S. SILICA COMPANY

U.S. Patents Pending

Supplement to Schedule III of the Pledge and Security Agreement provided on 11/10/2018

(as supplemented on 05/1/2018)

Title	Publication Number	Publication Date	Application Number	Application Date	Status	Assignee
METHOD OF DELIVERING, TRANSPORTING, AND STORING PROPPANT FOR DELIVERY AND USE AT A WELL SITE	20180105374	2018-04-19	15846488	2017-12-19	Pending	OREN TECHNOLOGIES, LLC
CRADLE FOR PROPPANT CONTAINER HAVING TAPERED BOX GUIDES AND ASSOCIATED METHODS	20180057252	2018-03-01	15805649	2017-11-07	Pending	OREN TECHNOLOGIES, LLC

Title	Publication Number	Publication Date	Application Number	Application Date	Status	Assignee
PROPPANT DISCHARGE SYSTEM AND A CONTAINER FOR USE IN SUCH A PROPPANT DISCHARGE SYSTEM	20180050864	2018-02-22	15794564	2017-10-26	Pending	OREN TECHNOLOGIES, LLC
CONVEYOR WITH INTEGRATED DUST COLLECTOR SYSTEM	9902576	2018-02-27	15786939	2017-10-18	Pending	OREN TECHNOLOGIES, LLC
APPARATUS FOR THE TRANSPORT AND STORAGE OF PROPPANT	20180016095	2018-01-18	15716648	2017-09-27	Pending	OREN TECHNOLOGIES, LLC
SUPPORT APPARATUS FOR MOVING PROPPANT FROM A CONTAINER IN A PROPPANT DISCHARGE SYSTEM	20170320684	2017-11-09	15662374	2017-07-28	Pending	OREN TECHNOLOGIES, LLC
PROPPANT DISCHARGE METHOD AND A CONTAINER FOR USE IN SUCH A PROPPANT DISCHARGE METHOD	20170305656	2017-10-26	15647402	2017-07-12	Pending	OREN TECHNOLOGIES, LLC
PROPPANT DISCHARGE SYSTEM AND A CONTAINER FOR USE IN SUCH A PROPPANT DISCHARGE SYSTEM	20170291760	2017-10-12	15634096	2017-06-27	Pending	OREN TECHNOLOGIES, LLC
PROPPANT DISCHARGE SYSTEM AND A CONTAINER FOR USE IN SUCH A PROPPANT DISCHARGE SYSTEM	20170283165	2017-10-05	15624750	2017-06-16	Pending	OREN TECHNOLOGIES, LLC
TRAILER-MOUNTED PROPPANT DELIVERY SYSTEM	20170267151	2017-09-21	15616783	2017-06-07	Pending	OREN TECHNOLOGIES, LLC
TRAILER ASSEMBLY FOR TRANSPORT OF CONTAINERS OF PROPPANT MATERIAL AND ASSOCIATED METHODS	20170349226	2017-12-07	15602666	2017-05-23	Pending	OREN TECHNOLOGIES, LLC
METHOD OF DELIVERING, STORING, UNLOADING, AND USING PROPPANT AT A WELL SITE	20170240350	2017-08-24	15589358	2017-05-08	Pending	OREN TECHNOLOGIES, LLC
METHODS OF STORING AND MOVING PROPPANT AT LOCATION ADJACENT RAIL LINE	9914602	2018-03-13	15589185	2017-05-08	Pending	OREN TECHNOLOGIES, LLC
SYSTEM AND METHOD FOR DELIVERING PROPPANT TO A BLENDER	20170240361	2017-08-24	15587926	2017-05-05	Issue Fee Payment Verified	OREN TECHNOLOGIES, LLC
SYSTEM AND METHOD FOR DELIVERING PROPPANT TO A BLENDER	20170240361	2017-08-24	15587926	2017-05-05	Issue Fee Payment Verified	OREN TECHNOLOGIES, LLC

Title	Publication Number	Publication Date	Application Number	Application Date	Status	Assignee
PROPPANT DISCHARGE SYSTEM HAVING A CONTAINER AND THE PROCESS FOR PROVIDING PROPPANT TO A WELL SITE	20170225883	2017-08-10	15498629	2017-04-27	Pending	OREN TECHNOLOGIES, LLC
CONVEYOR WITH INTEGRATED DUST COLLECTOR SYSTEM	20170247209	2017-08-31	15497256	2017-04-26	Issue Fee Payment Verified	OREN TECHNOLOGIES, LLC
PROPPANT STORAGE VESSEL AND ASSEMBLY THEREOF	20170203915	2017-07-20	15475354	2017-03-31	Pending	OREN TECHNOLOGIES, LLC
CONVEYOR WITH INTEGRATED DUST COLLECTOR SYSTEM	9963508	2017-07-06	15463201	2018-05-08	Pending Issuance	OREN TECHNOLOGIES, LLC
CONVEYOR WITH INTEGRATED DUST COLLECTOR SYSTEM	20170190525	2017-07-06	15463063	2017-03-20	Issue Fee Payment Verified	OREN TECHNOLOGIES, LLC
PROPPANT DISCHARGE SYSTEM AND A CONTAINER FOR USE IN SUCH A PROPPANT DISCHARGE SYSTEM	20160244279	2016-08-25	15144450	2016-05-02	Pending	OREN TECHNOLOGIES, LLC
METHODS OF STORING AND MOVING PROPPANT AT LOCATION ADJACENT RAIL LINE	20160264352	2016-09-15	15143942	2016-05-02	Pending	OREN TECHNOLOGIES, LLC
SYSTEMS AND METHODS FOR BULK MATERIAL STORAGE AND/OR TRANSPORT	20160332811	2016-11-17	15219676	2016-07-26	Pending	SANDBOX LOGISTICS, LLC
SYSTEMS AND METHODS FOR BULK MATERIAL STORAGE AND/OR TRANSPORT	20160332809	2016-11-17	15219640	2016-07-26	Pending	SANDBOX LOGISTICS, LLC
HIGHLY REFLECTIVE ROOFING SYSTEM	20170321424	2017-11-09	15658342	2017-07-24	Pending	U.S. SILICA COMPANY
PARTICULATES HAVING HIGH TOTAL SOLAR REFLECTANCE	20180058065	2018-03-01	15250772	2016-08-29	Pending	U.S. SILICA COMPANY
RESIN-COATED SUBSTRATE COMPOSITIONS AND METHODS OF MAKING THE SAME	20150329768	2015-11-19	14712832	2015-05-14	Pending	U.S. SILICA COMPANY

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY SUPPLEMENT

trademark REGISTRATIONS

(A) REGISTERED TRADEMARKS

See attached.

(B) TRADEMARK APPLICATIONS

See attached.


(C) TRADEMARK LICENSES

None.

U.S. Trademark Registrations

Supplement to Schedule III of the Pledge and Security Agreement provided on 11/10/2018

(as supplemented on 05/1/2018)

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
SANDBOX LOGISTICS EFFICIENCY. CUBED.	U.S. Federal	86730361	19-AUG-2015	5024004	16-AUG-2016	REGISTERED	SANDBOX LOGISTICS, LLC
SOUTHERN PREMIUM	U.S. Federal	87500229	21-JUN-2017	5405752	20-FEB-2018	REGISTERED	U. S. SILICA COMPANY
Design Only 	U.S. Federal	87555412	03-AUG-2017	5386692	23-JAN-2018	REGISTERED	U. S. SILICA COMPANY
INNOSET	U.S. Federal	86206317	27-FEB-2014	4736428	12-MAY-2015	REGISTERED	U. S. SILICA COMPANY
US SILICA WHITE	U.S. Federal	86145214	16-DEC-2013	4655345	16-DEC-2014	REGISTERED	U. S. SILICA COMPANY
TERE-SIL	U.S. Federal	86070870	20-SEP-2013	4598800	02-SEP-2014	REGISTERED	U. S. SILICA COMPANY
MYSTIC WHITE II	U.S. Federal	86107405	31-OCT-2013	4571294	22-JUL-2014	REGISTERED	U. S. SILICA COMPANY

U.S. Trademark Applications Pending

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(as supplemented on 05/1/2018)

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
Design Only 	U.S. Federal	87555421	03-AUG-2017			PUBLISHED (PENDING) Intent to Use	U. S. SILICA COMPANY
MICRO STIM	U.S. Federal	87509865	28-JUN-2017			PUBLISHED (PENDING) Intent to Use	U. S. SILICA COMPANY
MICRO STIM PLUS	U.S. Federal	87509866	28-JUN-2017			PUBLISHED (PENDING) Intent to Use	U. S. SILICA COMPANY
SANDBOX A U.S. SILICA COMPANY	U.S. Federal	87185669	28-SEP-2016			PUBLISHED (PENDING) Partial Section 2(F) Intent to Use	U. S. SILICA COMPANY