

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481025

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900449832

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EP Minerals, LLC		05/01/2018	Limited Liability Company: DELAWARE
EP Engineered Clays Corporation		05/01/2018	Corporation: DELAWARE

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: 54

Property Type	Number	Word Mark
Registration Number:	5424424	TRANSCEND
Registration Number:	5350925	CELAFLAT PLUS
Registration Number:	5291415	CELAPOOL
Registration Number:	5251833	FAIR BALL
Registration Number:	5235080	NATURALDE
Registration Number:	5232709	PURIFIDE
Registration Number:	5166912	CELAFLAT
Registration Number:	5087173	BALLGAME CHANGER
Registration Number:	5022949	AGREADY
Registration Number:	5008179	SAFE T SORB
Registration Number:	4886413	KT 3 TECHNOLOGY
Registration Number:	4886411	KT3
Registration Number:	4822438	DESECT
Registration Number:	4804849	PLAY BALL!
Registration Number:	4778147	AXIS CERAMIC
Registration Number:	4717885	AXISDE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4507278	CELASORB
Registration Number:	4426571	NUTRIDE
Registration Number:	4426489	DRILL-N-DRY
Registration Number:	4422969	DTERRA
Registration Number:	3889680	PURIFIDE
Registration Number:	3721628	CELATHIX
Registration Number:	3571330	CELAPERL
Registration Number:	3531596	EP MINERALS
Registration Number:	1331507	NEVERGREEN
Registration Number:	3279587	NXT
Registration Number:	2889804	CELABREW
Registration Number:	2838246	AXIS
Registration Number:	2825913	XTRASORB PLUS
Registration Number:	2777382	CELABRITE
Registration Number:	2736164	THRIFTY-SORB
Registration Number:	2289925	M MOLTAN CO. SAFETY ABSORBENT
Registration Number:	2005259	PLAY BALL!
Registration Number:	1995264	SANI-SCOOP
Registration Number:	1927873	CELATOM
Registration Number:	1927733	QUALISORB
Registration Number:	1886900	ALL GONE!
Registration Number:	1830754	AXIS
Registration Number:	1745020	OPTISORB
Registration Number:	1499136	ULTRASORB
Registration Number:	1473737	SOLID-A-SORB
Registration Number:	1214549	DIALOSE
Registration Number:	0816429	PRE-CO-FLOC
Serial Number:	87875191	EP ENGINEERED CLAYS CORPORATION
Serial Number:	87688260	JETCLEAR
Serial Number:	87868320	AXISDE HYDRO
Serial Number:	87868424	AXISDE HYDROPLUS
Serial Number:	87673264	FARM DRY
Serial Number:	87673412	JANITOR'S CHOICE
Serial Number:	87518544	EXCEEDE
Serial Number:	87090417	CELATOM LE
Serial Number:	86508691	CELAFROST
Serial Number:	86508870	CELATOM BRIGHTS
Serial Number:	86382894	CELAWHITE

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**Address Line 1:** 1090 Vermont Avenue, NW**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** 191429-25**NAME OF SUBMITTER:** Jean Paterson**SIGNATURE:** /jep/**DATE SIGNED:** 07/09/2018**Total Attachments: 14**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 1, 2018, by and between EP Minerals, LLC, a Delaware corporation, and EP Engineered Clays Corporation, a Delaware corporation (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 it may from time to time be amended, modified or supplemented, 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.


EP ENGINEERED CLAYS CORPORATION,
a Delaware corporation

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

[Signature Page to IP Security 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.


EP MINERALS, LLC,
a Delaware corporation

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


[Signature Page to IP Security Agreement]

ACCEPTED AND AGREED:

BNP PARIBAS, as Collateral Agent

By: 

Name: **Richard Cushing**
Title: **Managing Director**

By: 

Name: **Stephanie Haski**
Title: **Vice President**

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS**

(A) REGISTERED COPYRIGHTS

None.

(B) COPYRIGHT APPLICATIONS

None.

(C) COPYRIGHT LICENSES

None.

**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENT REGISTRATIONS**

(A) REGISTERED PATENTS

Title	Patent Number	Publication Date	Application Number	Application Date	Status	Assignee
DIATOMACEOUS EARTH FILTER AID CONTAINING A LOW CRYSTALLINE SILICA CONTENT	9095842	2015-08-04	13713324	2012-12-13	Patented	EP MINERALS, LLC
CRYSTALLINE SILICA-FREE DIATOMACEOUS EARTH FILTER AIDS AND METHODS OF MANUFACTURING THE SAME	8084392	2011-12-27	12167836	2008-07-03	Patented	EP MINERALS, LLC EP MINERALS, LLC;
REMOVAL OF ARSENIC FROM DRINKING AND PROCESS WATER: ARSENIC PRESENT IN WATER IS ADSORBED USING METAL SALT HYDROXIDE GELS, WHICH CAN EFFECTIVELY BE FILTERED THROUGH A DIATOMACEOUS EARTH (DE) FILTRATION BED	7445718	2008-11-04	10510526	2003-04-10	Patented	THE BOARD OF REGENTS OF THE NEVADA SYSTEMS OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO

(B) PATENT APPLICATIONS

Title	Publication Number	Publication Date	Application Number	Application Date	Status	Assignee
OPALINE BIOGENIC SILICA/EXPANDED PERLITE COMPOSITE PRODUCTS	20170368486	2017-12-28	15524566	2017-05-04	Pending	EP MINERALS, LLC
LOW SOLUBLE ARSENIC DIATOMITE FILTER AIDS	20160288086	2016-10-06	15035160	2016-05-06	Pending	EP MINERALS, LLC
LOW DENSITY COMPOSITIONS WITH SYNERGISTIC ABSORBANCE PROPERTIES	20170265428	2017-09-21	14505007	2015-08-19	Pending	EP MINERALS, LLC

(C) PATENT LICENSES

Patent License Agreement between the Board of Regents of the University and Community College System of Nevada On Behalf of the University of Nevada, Reno and EaglePicher Filtration & Minerals, Inc. effective September 1, 2004 and as amended September 15, 2008.
SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
TRANSCEND	U.S. Federal	87239473	16-NOV-2016	5424424	13-MAR-2018	REGISTERED	EP MINERALS, LLC
CELAFLAT PLUS	U.S. Federal	86508665	20-JAN-2015	5350925	05-DEC-2017	REGISTERED	EP MINERALS, LLC
CELAPPOOL	U.S. Federal	86504809	15-JAN-2015	5291415	19-SEP-2017	REGISTERED	EP MINERALS, LLC
FAIR BALL	U.S. Federal	86851395	16-DEC-2015	5251833	25-JUL-2017	REGISTERED	EP MINERALS, LLC
NATURALDE	U.S. Federal	87043110	19-MAY-2016	5235080	04-JUL-2017	REGISTERED	EP MINERALS, LLC
PURIFIDE	U.S. Federal	87310829	23-JAN-2017	5232709	27-JUN-2017	REGISTERED	EP MINERALS, LLC
CELAFLAT	U.S. Federal	86508631	20-JAN-2015	5166912	21-MAR-2017	REGISTERED	EP MINERALS, LLC
BALLGAME CHANGER	U.S. Federal	86466156	26-NOV-2014	5087173	22-NOV-2016	REGISTERED	EP MINERALS, LLC

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
AGREADY	U.S. Federal	86190727	11-FEB-2014	5022949	16-AUG-2016	REGISTERED	EP MINERALS, LLC
SAFE T SORB	U.S. Federal	86899621	05-FEB-2016	5008179	26-JUL-2016	REGISTERED	EP MINERALS, LLC
KT 3 TECHNOLOGY	U.S. Federal	86213515	06-MAR-2014	4886413	12-JAN-2016	REGISTERED	EP MINERALS, LLC
KT3	U.S. Federal	86210429	04-MAR-2014	4886411	12-JAN-2016	REGISTERED	EP MINERALS, LLC
DESECT	U.S. Federal	85732795	19-SEP-2012	4822438	29-SEP-2015	REGISTERED	EP MINERALS, LLC
PLAY BALL!	U.S. Federal	86195659	17-FEB-2014	4804849	01-SEP-2015	REGISTERED	EP MINERALS, LLC
AXIS CERAMIC	U.S. Federal	86177148	28-JAN-2014	4778147	21-JUL-2015	REGISTERED	EP MINERALS, LLC
AXISDE	U.S. Federal	86210158	04-MAR-2014	4717885	07-APR-2015	REGISTERED	EP MINERALS, LLC
CELASORB	U.S. Federal	85817129	07-JAN-2013	4507278	01-APR-2014	REGISTERED	EP MINERALS, LLC

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
NUTRIDE	U.S. Federal	85732920	19-SEP-2012	4426571	29-OCT-2013	REGISTERED	EP MINERALS, LLC
DRILL-N-DRY	U.S. Federal	85697289	07-AUG-2012	4426489	29-OCT-2013	REGISTERED	EP MINERALS, LLC
DTERRA	U.S. Federal	85738016	25-SEP-2012	4422969	22-OCT-2013	REGISTERED	EP MINERALS, LLC
PURIFIDE	U.S. Federal	85019966	21-APR-2010	3889680	14-DEC-2010	REGISTERED	EP MINERALS, LLC
CELATHIX	U.S. Federal	77730194	06-MAY-2009	3721628	08-DEC-2009	REGISTERED	EP MINERALS, LLC
CELAPERL	U.S. Federal	77331886	16-NOV-2007	3571330	10-FEB-2009	REGISTERED	EP MINERALS, LLC
EP MINERALS	U.S. Federal	77070787	22-DEC-2006	3531596	11-NOV-2008	REGISTERED	EP MINERALS, LLC
NEVERGREEN	U.S. Federal	73489632	13-JUL-1984	1331507	23-APR-1985	RENEWED (REGISTERED)	EP ENGINEERED CLAYS CORPORATION
NXT	U.S. Federal	78824649	27-FEB-2006	3279587	14-AUG-2007	RENEWED (REGISTERED)	EP MINERALS, LLC

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
CELABREW	U.S. Federal	76453173	26-SEP-2002	2889904	28-SEP-2004	RENEWED (REGISTERED)	EP MINERALS, LLC
AXIS	U.S. Federal	76521669	11-JUN-2003	2838246	04-MAY-2004	RENEWED (REGISTERED)	EP MINERALS, LLC
XTRASORB PLUS	U.S. Federal	76389842	02-APR-2002	2825913	23-MAR-2004	RENEWED (REGISTERED)	EP MINERALS, LLC
CELABRITE	U.S. Federal	76377814	04-MAR-2002	2777382	28-OCT-2003	RENEWED (REGISTERED)	EP MINERALS, LLC
THRIFTY-SORB	U.S. Federal	76389827	02-APR-2002	2736164	15-JUL-2003	RENEWED (REGISTERED)	EP MINERALS, LLC
M MOLL TAN CO. SAFETY ABSORBENT	U.S. Federal	75439623	24-FEB-1998	2289925	02-NOV-1999	RENEWED (REGISTERED)	EP MINERALS, LLC
PLAY BALL!	U.S. Federal	74651396	24-MAR-1995	2005259	01-OCT-1996	RENEWED (REGISTERED)	EP MINERALS, LLC
SANL-SCOOP	U.S. Federal	74707998	31-JUL-1995	1995264	20-AUG-1996	RENEWED (REGISTERED)	EP MINERALS, LLC
CELATOM	U.S. Federal	74579448	28-SEP-1994	1927873	17-OCT-1995	RENEWED (REGISTERED)	EP MINERALS, LLC

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
QUALISORB	U.S. Federal	7456657	29-AUG-1994	1927733	17-OCT-1995	RENEWED (REGISTERED)	EP MINERALS, LLC
ALL GONE!	U.S. Federal	74516235	25-APR-1994	1886900	04-APR-1995	RENEWED (REGISTERED)	EP MINERALS, LLC
AXIS	U.S. Federal	74329846	09-NOV-1992	1830754	12-APR-1994	RENEWED (REGISTERED)	EP MINERALS, LLC
OPTISORB	U.S. Federal	74236723	10-JAN-1992	1745020	05-JAN-1993	RENEWED (REGISTERED)	EP MINERALS, LLC
ULTRASORB	U.S. Federal	73705748	15-JAN-1988	1499136	09-AUG-1988	RENEWED (REGISTERED)	EP MINERALS, LLC
SOLID-A-SORB	U.S. Federal	73649102	12-MAR-1987	1473737	26-JAN-1988	RENEWED (REGISTERED)	EP MINERALS, LLC
DIALOSE	U.S. Federal	73320832	27-JUL-1981	1214549	02-NOV-1982	RENEWED (REGISTERED)	EP MINERALS, LLC
PRE-CO-FLOC	U.S. Federal	72232991	19-NOV-1965	0816429	11-OCT-1966	RENEWED (REGISTERED)	EP MINERALS, LLC

(B) TRADEMARK APPLICATIONS

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
EP ENGINEERED CLAYS CORPORATION	U.S. Federal	87875191	12-APR-2018			PENDING	EP ENGINEERED CLAYS CORPORATION
JETCLEAR	U.S. Federal	87688260	16-NOV-2017			PENDING Intent to Use	EP ENGINEERED CLAYS CORPORATION
AXISDE HYDRO	U.S. Federal	87868320	09-APR-2018			PENDING Intent to Use	EP MINERALS, LLC
AXISDE HYDROPLUS	U.S. Federal	87868424	09-APR-2018			PENDING Intent to Use	EP MINERALS, LLC
FARM DRY	U.S. Federal	87673264	06-NOV-2017			PUBLISHED (PENDING) Intent to Use	EP MINERALS, LLC
JANITORS CHOICE	U.S. Federal	87673412	06-NOV-2017			PUBLISHED (PENDING) Intent to Use	EP MINERALS, LLC
EXCEEDE	U.S. Federal	87518544	06-JUL-2017			PUBLISHED (PENDING) Intent to Use	EP MINERALS, LLC
CELATOM LE	U.S. Federal	87090417	30-JUN-2016			PUBLISHED (PENDING) Intent to Use	EP MINERALS, LLC
CELAFROST	U.S. Federal	86508691	20-JAN-2015			PUBLISHED (PENDING) Intent to Use	EP MINERALS, LLC

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
CELATOM BRIGHTS	U.S. Federal	86508870	20-JAN-2015			PUBLISHED (PENDING) Intent to Use	EP MINERALS, LLC
CELAWHITE	U.S. Federal	86382894	02-SEP-2014			PUBLISHED (PENDING) Intent to Use	EP MINERALS, LLC

(C) TRADEMARK LICENSES

None.