

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TERRA OILFIELD SOLUTIONS, LLC		07/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Canada		
Street Address:	407-8th Avenue S.W.		
Internal Address:	9th Floor		
City:	Calgary		
State/Country:	CANADA		
Postal Code:	Alberta T2P 1E5		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4639321	ENVIRONMENTAL DRILLING SOLUTIONS WASTE R	
Registration Number:	4635168	ENVIRONMENTAL DRILLING SOLUTIONS	
Registration Number:	4535867		
Registration Number:	4535778		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	astark@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Alexander Stark		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	22153-003		
NAME OF SUBMITTER:	Alexander Stark		
SIGNATURE:	/Alexander Stark/		
DATE SIGNED:	08/02/2018		

CH \$115.00 4639321

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2018 (this “Agreement”), made by TERRA OILFIELD SOLUTIONS, LLC, a Delaware limited liability company (the “Grantor”), in favor of HSBC Canada, as Agent (as defined below).

Reference is made to the Security Agreement dated as of July 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), between Grantor and HSBC Canada, as administrative agent (together with its successors and assigns in such capacity, the “Agent”) for the Lenders (as defined in the Security Agreement). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* To secure the prompt and complete payment, performance and observance of all of the Obligations of the Grantor, the Grantor hereby grants, mortgages, pledges and hypothecates to the Agent, for and on behalf of the Secured Parties a Lien upon all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (collectively, the “IP Collateral”):

(i) all Trademarks, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, including by means of facsimile or via electronic mail, each of which shall constitute an original and all of which shall together constitute one and the same document.

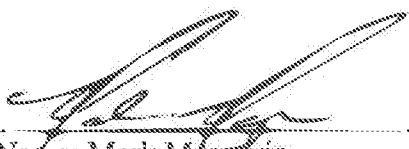
SECTION 5. *Governing Law.* This Agreement has been delivered and accepted in and shall be deemed to have been made in New York, New York and shall be interpreted, and the rights and liabilities of the parties bound hereby determined, in accordance with the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

TERRA OILFIELD SOLUTIONS, LLC, as Grantor

By: _____


Name: Mark M. Leggio

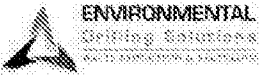


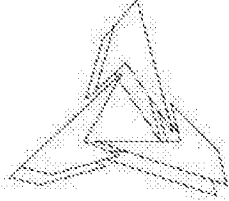
Title: Treasurer

HSBC BANK CANADA, as Agent

By: Philip Allen Parisa Naghibi
Name: PHILIP ALLEN Parisa Naghibi
Title: Authorized Signatory Authorized signatory

SCHEDULE I

TRADEMARKS

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
 ENVIRONMENTAL DRILLING SOLUTIONS WASTE REDUCTION & RECYCLING	85892903	April 2, 2013	4,639,321	November 18, 2014	TERRA OILFIELD SOLUTIONS, LLC
 ENVIRONMENTAL DRILLING SOLUTIONS	85866525	March 4, 2013	4,635,168	November 11, 2014	TERRA OILFIELD SOLUTIONS, LLC
	85886048	March 25, 2013	4,535,867	May 27, 2014	TERRA OILFIELD SOLUTIONS, LLC
	85866541	March 4, 2013	4,535,778	May 27, 2014	TERRA OILFIELD SOLUTIONS, LLC