

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Specialty Sands, LLC		08/23/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4811487	LOGITRAC LOGISTICS MANAGEMENT SYSTEM	
Registration Number:	4785898	TSS	
Registration Number:	4785487	LOGITRAC	
Serial Number:	87713409	TOTAL SAND SOLUTION	
Serial Number:	87731622	RESOURCE TRANSPORT EXPRESS	
Serial Number:	87731671	RESOURCE TRANSPORT EXPRESS	
Serial Number:	87802635	SANDDRIVE	
Serial Number:	88071142	STAY SANDED	
Serial Number:	88074793	SANDDRIVE	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	2146617324		
Email:	sbertino@velaw.com		
Correspondent Name:	Shannon Bertino		
Address Line 1:	2001 Ross Avenue, Ste 3700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	TEX183/71000		

OP \$240.00 4811487

NAME OF SUBMITTER:	Shannon Bertino
SIGNATURE:	/Shannon Bertino/
DATE SIGNED:	08/24/2018
Total Attachments: 5 source=Trademark Security Agreement - TCB - Texas Specialty Sands (August 2018) [EXECUTED]#page1.tif source=Trademark Security Agreement - TCB - Texas Specialty Sands (August 2018) [EXECUTED]#page2.tif source=Trademark Security Agreement - TCB - Texas Specialty Sands (August 2018) [EXECUTED]#page3.tif source=Trademark Security Agreement - TCB - Texas Specialty Sands (August 2018) [EXECUTED]#page4.tif source=Trademark Security Agreement - TCB - Texas Specialty Sands (August 2018) [EXECUTED]#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of August 23, 2018, is entered into by **TEXAS SPECIALTY SANDS, LLC**, a Delaware limited liability company (“**Grantor**”), and **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**, as administrative agent (the “**Administrative Agent**”). Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of August 23, 2018, among Grantor, certain affiliates of Grantor from time to time party thereto and the Administrative Agent (as amended, restated or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule 1 (the “**Secured Trademarks**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby grants to the Administrative Agent, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Administrative Agent may modify this Agreement, after obtaining Grantor’s approval of or signature to such modification, by amending Schedule 1 to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

3. Governing Law.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE**

GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Administrative Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by fax or other electronic transmission (e.g., “.pdf”) shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

TEXAS SPECIALTY SANDS, LLC,
a Delaware limited liability company

By: 

Name: Anish Jain

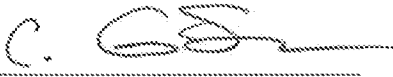
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – TEXAS SPECIALTY SANDS, LLC]

TRADEMARK
REEL: 006422 FRAME: 0165

**TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION,**

as Administrative Agent

By: 

Name: C. Graham Sones

Title: Senior Vice President

SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

I. REGISTERED TRADEMARKS:

Owner	Description	Registration Number	Country	Registration Date
Texas Specialty Sands, LLC	Logitrac (logo)	4811487	USA	September 15, 2015
Texas Specialty Sands, LLC	TSS (logo)	4785898	USA	August 4, 2015
Texas Specialty Sands, LLC	Logitrac	4785487	USA	August 4, 2015

II. TRADEMARK APPLICATIONS:

Owner	Trademark Application	Application Filing Date	Application Serial Number
Texas Specialty Sands, LLC	Total Sand Solutions	December 8, 2017	87713409
Texas Specialty Sands, LLC	Resource Transport Express	December 22, 2017	87731622
Texas Specialty Sands, LLC	Resource Transport Express (logo)	December 22, 2017	87731671
Texas Specialty Sands, LLC	SandDrive	February 19, 2018	87802635
Texas Specialty Sands, LLC	Stay Sanded	August 8, 2018	88071142
Texas Specialty Sands, LLC	SandDrive (logo)	August 11, 2018	88074793