

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491590

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FQ Disposal, LLC		09/26/2018	Limited Liability Company: DELAWARE
FQ Fraxtar, LLC		09/26/2018	Limited Liability Company: DELAWARE
FQ Energy Services, LLC		09/26/2018	Limited Liability Company: DELAWARE
Fountain Quail Water Management, LLC		09/26/2018	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Gordon Brothers Finance Company
Street Address:	800 Boylston Street, 27th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5531177	MAVREX
Registration Number:	4575415	NOMAD
Registration Number:	4662174	ROVER
Registration Number:	4347406	FRAC-CYCLE
Registration Number:	4306901	TOTAL WATER MANAGEMENT SOLUTIONS
Registration Number:	4593619	MAG TANK

CORRESPONDENCE DATA

Fax Number:

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.

Email: emily.klump@clarivate.com

Correspondent Name: oyedele a. oyediran

Address Line 1: 101 park avenue, morgan, lewis & bockius

Address Line 2: morgan, lewis & bockius llp

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Address Line 4:	new york, NEW YORK 10178-0060
NAME OF SUBMITTER:	Emily Klump
SIGNATURE:	/Emily Klump/
DATE SIGNED:	09/26/2018
Total Attachments: 6 source=Fountain Quail - IP Notice Trademark Application#page1.tif source=Fountain Quail - IP Notice Trademark Application#page2.tif source=Fountain Quail - IP Notice Trademark Application#page3.tif source=Fountain Quail - IP Notice Trademark Application#page4.tif source=Fountain Quail - IP Notice Trademark Application#page5.tif source=Fountain Quail - IP Notice Trademark Application#page6.tif	

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):

FQ Disposal, LLC
FQ Fraxtar, LLC
Fountain Quail Water Management, LLC
FQ Energy Services, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware and Texas

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 26, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: GORDON BROTHERS FINANCE COMPANY

Street Address: 800 Boylston Street, 27th Floor

City: Boston

State: Massachusetts

Country: USA Zip: 02199

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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

See attached exhibit.

B. Trademark Registration No.(s)

See attached exhibit.

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: Oyedele A. Oyediran

Internal Address: Morgan, Lewis & Bockius LLP

Street Address: 101 Park Avenue

City: New York

State: New York Zip: 10178-0060

Phone Number: 212.309.6793

Docket Number: _____

Email Address: oyedele.oyediran@morganlewis.com

6. Total number of applications and registrations involved:

6

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:

Oyedele Oyediran

Signature

09/26/2018

Date

OYEDELE A. OYEDIRAN

Name of Person Signing

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

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

**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

September 26, 2018


Each of **FQ DISPOSAL, LLC**, a Delaware limited liability company ("Disposal"), **FQ FRAXTAR, LLC**, a Delaware limited liability company ("Fraxtar"), **FOUNTAIN QUAIL WATER MANAGEMENT, LLC**, a Texas limited liability company ("Water Management"), and **FQ ENERGY SERVICES, LLC**, a Delaware limited liability company ("Energy Services"; and together with Disposal, Water Management, and Energy Services, collectively, the "Debtors") hereby acknowledges that it has granted to **GORDON BROTHERS FINANCE COMPANY**, as Term Loan Agent (as defined in the Agreement referred to below) whose address is 800 Boylston Street, 27th Floor, Boston, MA 02199 (the "Secured Party"), a security interest in and to all of such Debtor's rights, title and interest in and to all Intellectual Property (as defined in the Agreement referred to below) (i) including, without limitation: (a) the trademarks and trademark applications owned by such Debtor which are identified on Exhibit A attached hereto and herein incorporated by this reference (the "Trademarks"); (b) the patents and patent applications owned by such Debtor which are identified on Exhibit B attached hereto and herein incorporated by this reference (the "Patents"); and (c) the copyright registrations owned by such Debtor which are identified on Exhibit C attached hereto and herein incorporated by this reference (the "Copyrights"), in each case together with the goodwill and assets of the business to which such Trademarks, Patents and Copyrights are appurtenant, all actions for past and present infringement concerning the foregoing, and all rights corresponding to any of the foregoing throughout the world, (ii) but excluding for (a) any "intent to use" trademark or service mark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office (but only until such statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office) and (b) any Excluded Asset (as defined in the Agreement referred to below). Each Debtor authorizes and requests that the Commissioner of the United States Patent and Trademark Office and the Register of the United States Copyright Office record this security interest.

The terms and conditions of the aforementioned security interest are contained in that certain Term Loan and Security Agreement dated as of September 26, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Agreement," terms used herein but otherwise not defined herein shall have the meanings ascribed to such terms in the Agreement) among the Debtors, **FOUNTAIN QUAIL HOLDINGS, LLC**, a Delaware limited liability company, **FQ DEXTER CITY, LLC**, a Delaware limited liability company, **FQ MILLS, LLC**, a Delaware limited liability company, **FQ HELEN HALL, LLC**, a Delaware limited liability company, **FQ MAG TANK, LLC**, a Delaware limited liability company, **FQ RITCHIE, LLC**, a Delaware limited liability company, **FQ TRUCK OWNER, LLC**, a Delaware limited liability company, **FQ TRUCK OPERATOR, LLC**, a Delaware limited liability company, **FQ NEWPORT, LLC**, a Delaware limited liability company, **FQ CAIRO, LLC**, a Delaware limited liability company, **FQ MINNIE HILL, LLC**, a Delaware limited liability company, **FQ OK ASSETS, LLC**, a Delaware limited liability company, and **FOUNTAIN QUAIL DRILLING, LLC**, a Delaware limited liability company, the lenders from time to time party thereto, and Secured Party as security for the Obligations as set forth in the Agreement and other agreements referred to therein. Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Secured Party may have in any other collateral described in the Agreement or otherwise.

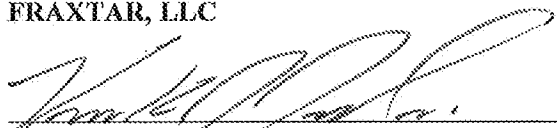
[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the date first written above.


FQ DISPOSAL, LLC

By: 
Name: Kirk Trosclair
Title: Chief Executive Officer

FQ FRAXTAR, LLC

By: 
Name: Kirk Trosclair
Title: Chief Executive Officer

FOUNTAIN QUAIL WATER MANAGEMENT, LLC

By: 
Name: Kirk Trosclair
Title: Chief Executive Officer

FQ ENERGY SERVICES, LLC

By: 
Name: Kirk Trosclair
Title: Chief Executive Officer

EXHIBIT A

Registered Trademarks

Debtor	Trademark	Registration No.	Registration Date	Country
FQ Energy Services, LLC	MAVREX	5531177	7/31/2018	USA
Fountain Quail Water Management, LLC	NOMAD	4575415	7/29/2014	USA
Fountain Quail Water Management, LLC	ROVER	4662174	12/30/2014	USA
FQ Disposal, LLC	FRAC-CYCLE	4347406	6/4/2013	USA
FQ Disposal, LLC	TOTAL WATER MANAGEMENT SOLUTIONS	4306901	3/19/2013	USA
FQ Disposal, LLC	MAG TANK	4593619	8/26/2014	USA

Pending Trademark Applications

None.

EXHIBIT B

Issued Patents

Debtor	Patent Registration No.	Registration Date	Country
FQ Disposal, LLC	US 9,120,619 B2	9/1/2015	USA
FQ Fraxtar, LLC	US 8,226,832 B2	7/24/2012	USA
FQ Fraxtar, LLC	US 8,211,296 B2	7/3/2012	USA
Fountain Quail Water Management, LLC	US 6,375,803 B1	4/23/2002	USA

Pending Patent Applications

None.

EXHIBIT C
COPYRIGHTS

None.

DB1/ 99642794.3

RECORDED: 09/26/2018

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REEL: 006460 FRAME: 0612