

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM492375

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Memorandum and Notice of Security Interest in Intellectual Property |

| 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 |
| Fountain Quail Water Management, LLC | | 09/26/2018 | Corporation: TEXAS Limited Liability Company |
| FQ Energy Services, LLC | | 09/26/2018 | Corporation: DELAWARE Limited Liability Company |

| RECEIVING PARTY DATA | |
|------------------------|-------------------------------------|
| Name: | Encina Business Credit SPF, LLC |
| Street Address: | 123 N. Wacker Drive, Suite 2400 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | Limited Liability Company: 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: | 6175236850 |
| <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: | 617-523-2700 |
| Email: | susan.dinicola@hklaw.com,ashley.ingraham@hklaw.com |
| Correspondent Name: | Holland & Knight LLP |
| Address Line 1: | 10 St. James Avenue |
| Address Line 4: | Boston, MASSACHUSETTS 02116 |

OP \$165.00 5531177

| | |
|--|---------------------|
| NAME OF SUBMITTER: | Susan C. DiNicola |
| SIGNATURE: | /Susan C. DiNicola/ |
| DATE SIGNED: | 10/02/2018 |
| Total Attachments: 5 source=Fountain Quail Memorandum and Notice of Security Interest in Intellectual Property#page1.tif source=Fountain Quail Memorandum and Notice of Security Interest in Intellectual Property#page2.tif source=Fountain Quail Memorandum and Notice of Security Interest in Intellectual Property#page3.tif source=Fountain Quail Memorandum and Notice of Security Interest in Intellectual Property#page4.tif source=Fountain Quail Memorandum and Notice of Security Interest in Intellectual Property#page5.tif | |

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

September 26, 2018

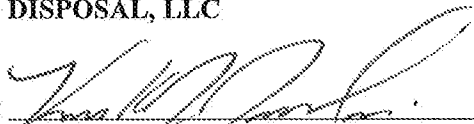
Each of **FQ DISPOSAL, LLC**, a Delaware limited liability company ("Disposal"), **FQ FRAXTAR, LLC**, a Delaware limited liability company ("Fraxtar"), **FOUNTAIN QUAIL WATER MANAGEMENT, LLC**, a Texas limited liability company ("Water Management"), and **FQ ENERGY SERVICES, LLC**, a Delaware limited liability company ("Energy Services"; and together with Disposal, Water Management, and Energy Services, collectively, the "Debtors") hereby acknowledges that it has granted to **ENCINA BUSINESS CREDIT SPV, LLC**, as Lender (as defined in the Agreement referred to below) whose address is 123 N. Wacker Drive, Suite 2400, Chicago, Illinois 60606 (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 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, 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.

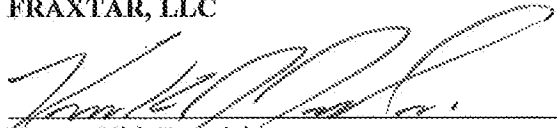
[Signature Page Follows.]

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

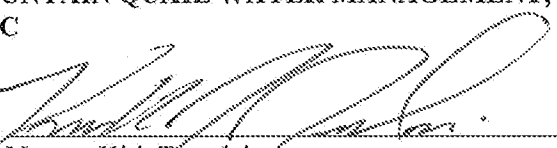
FQ DISPOSAL, LLC

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/ 99642794.2

RECORDED: 10/02/2018

TRADEMARK
REEL: 006478 FRAME: 0626