

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM501414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart Chemical Services, LP		12/10/2018	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC, as agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4222671	GYPSOL	
Registration Number:	4226623	THINK "OUTSIDE THE PIPE"	
Registration Number:	4350911	SHALEGUARD	
Registration Number:	4461270	WATER IS EVERYTHING	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1844		
NAME OF SUBMITTER:	Scott Kareff (014951-1844)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	12/10/2018		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Assignment”) is made as of this 10th day of December, 2018, by the Assignors listed on the signature pages hereof (each an “Assignor” and collectively, jointly and severally, the “Assignors”), in favor of Cerberus Business Finance Agency, LLC, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”), by and among Smart Chemical Solutions, LLC, a Delaware limited liability company (the “Initial Borrower” and, immediately after giving effect to the Closing Date Acquisition (as defined in the Credit Agreement), “Parent Holdco”), Integrated Advantage Group, LP, a Texas limited partnership (“Integrated”), Verde Water Solutions, LLC, a Texas limited liability company (“Verde”), CG Water Solution, LLC, a Texas limited liability company (“CG Water”), Energy Precision Testing and Laboratory, LLC a Texas limited liability company (“Energy”), Genesis Custom Chemical Blending, LLC, a Texas limited liability company (“Genesis”), IAG Realty, LLC, a Texas limited liability company (“IAG Realty”), LOCO Solutions, LLC, a Texas limited liability company (“LOCO”), Panhandle Express Energy Services, LLC, a Texas limited liability company (“Panhandle”), Smart Chemical Services, LP, a Texas limited Partnership (“Smart Chemical”), and together with Initial Borrower, Integrated, Verde, CG Water, Energy, Genesis, IAG Realty, LOCO, Panhandle, and each other Person from time to time joined as a party to the Credit Agreement as a “Borrower” in accordance with the terms thereof, and all of their respective permitted successors and assigns, collectively, the “Borrowers” and each a “Borrower”), each Subsidiary of the Parent Holdco from time to time party thereto as a “Guarantor” (each individually a “Guarantor” and, collectively, the “Guarantors”), the lenders from time to time party thereto (the “Lenders”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, the Assignors are required to execute and deliver to Agent, for the benefit of the Lenders, this Assignment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Assignor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority (subject to Permitted Encumbrances) security interest in all of such Assignor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of such Assignor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those U.S. trademarks and U.S. trademark applications referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Assignor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License;

provided however that the term "Trademark Collateral" shall be subject in all respects to the provisos set forth at the end of the definition of "Collateral" in the Credit Agreement and shall therefore not include any of the assets, property, agreements, license, interests or rights as set forth therein.

3. Security For Obligations. This Assignment and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Assignment secures the payment of all amounts which constitute part of the Obligations and would be owed by Assignors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Assignor.

4. Credit Agreement. The security interests granted pursuant to this Assignment are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Assignor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Authorization to Supplement. If any Assignor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Assignment shall automatically apply thereto. Each Assignor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting any Assignor's obligations under this Section 5, each Assignor hereby authorizes Agent unilaterally to modify this Assignment by amending Schedule I to include any such new U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses (to the extent provided in the Credit Agreement) for Trademarks of such Assignor. Notwithstanding the foregoing, no failure to so modify this Assignment or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Assignment or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one

such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. Construction. Unless the context of this Assignment or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Assignment or any Other Document refer to this Assignment or such Other Document, as the case may be, as a whole and not to any particular provision of this Assignment or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Assignment unless otherwise specified. Any reference in this Assignment or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

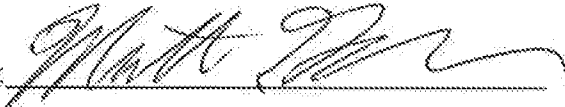
[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

ASSIGNOR:

SMART CHEMICAL SERVICES, LP,
a Texas limited partnership

By: IAG Smart GP, LLC, its general partner

By: 

Name: Matthew Golden

Title: Vice President

AGENT:

CERBERUS BUSINESS FINANCE AGENCY,
LLC

By: 

Name: Daniel E. Wolf

Title: Senior Managing Director

[Trademark Security Agreement]

TRADEMARK
REEL: 006519 FRAME: 0608

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Country	Trademark	Application/ Registration Number	Application/ Registration Date	Class	Classes and Goods	Next Renewal Due
United States	Gypsol	4,222,671	October 9, 2012	40	Chemical treatment process to remove sulfate from water	Affidavit of Use due October 9, 2018 or by grace period ending April 9, 2019
United States	Think 'Outside the Pipe'	4,226,623	October 16, 2012	40	Chemical treatment to reduce sulfate in wells	Renewal due by October 16, 2022
United States	Shaleguard	4,350,911	June 11, 2013	1	A well treatment fluid additive in the nature of a cationic iron chelating chemical additive for protecting pyrites in shale from attack by oxygen in well treatment fluids	Affidavit of Use due June 11, 2019

United States	Water is Everything	4,461,270	January 7, 2014	40	Water treatment services, namely, cleaning water from oil and gas wells so it is a clean brine water for future use in fracking wells	Affidavit of Use due January 7, 2020
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