

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526531

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignor to add an additional Assignor and correct the Citizenship and Entity of the Assignee previously recorded on Reel 006650 Frame 0276. Assignor(s) hereby confirms the SECURITY INTEREST.

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOLARIS OILFIELD SITE SERVICES OPERATING, LLC		04/26/2019	Limited Liability Company: TEXAS
SOLARIS OILFIELD TECHNOLOGIES, LLC		04/26/2019	Limited Liability Company: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	1000 LOUISIANA
<b>Internal Address:</b>	9TH FLOOR, (MAC T0002-090)
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77001
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5376792	PROVIEW
Registration Number:	5565031	RAILTRONIX

## CORRESPONDENCE DATA

**Fax Number:** 8004043970  
*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.*  
**Phone:** 7132232300  
**Email:** docketing@bracewell.com  
**Correspondent Name:** BRACEWELL LLP  
**Address Line 1:** P.O. BOX 61389  
**Address Line 4:** HOUSTON, TEXAS 77208

<b>NAME OF SUBMITTER:</b>	CONSTANCE G. RHEBERGEN
<b>SIGNATURE:</b>	/CONSTANCE G. RHEBERGEN/
<b>DATE SIGNED:</b>	06/05/2019

**Total Attachments: 9**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of April 26, 2019 (this "Agreement") is made by and among each Subsidiary of Solaris Oilfield Infrastructure, LLC, a Delaware limited liability company (the "Borrower") party hereto (each a "Grantor" and, collectively, the "Grantors"), and Wells Fargo Bank, National Association, as administrative agent (the "Secured Party") for the ratable benefit of the holders of the Obligations. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement (as defined below), as applicable.

### Preliminary Statement

A. The Borrower is a party to that certain Amended and Restated Credit Agreement, dated as of April, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders party thereto from time to time, and Wells Fargo Bank, National Association, as the administrative agent and as issuing bank.

B. It is a condition precedent to the effectiveness of the Credit Agreement and the other Loan Documents that each Grantor execute and deliver this Agreement.

C. It is in the best interest of each Grantor to execute this Agreement inasmuch as each Grantor will derive substantial direct and indirect benefits from (i) the transactions contemplated by the Credit Agreement, (ii) the Swap Agreements entered into by the Borrower or any other Grantor with a Lender or an Affiliate of a Lender, and (iii) the Banking Services provided by any Lender or Affiliate of a Lender to any Grantor, and each Grantor is willing to execute, deliver and perform its obligations under this Agreement to secure the Obligations.

D. The Grantors own the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications listed on Schedule I (annexed hereto and by this reference incorporated herein) unless otherwise noted on Schedule I.

E. Pursuant to the terms of that certain Amended and Restated Security Agreement dated as of April 26, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the debtors party thereto from time to time (the "Security Debtors") in favor of the Secured Party for the ratable benefit of the holders of the Obligations, the Security Debtors have granted a security interest in the Collateral, including, without limitation, all right, title and interest of the Grantors in, to, and under all now owned and hereafter acquired Patent and Trademark Collateral (as defined below), set forth on Schedule I attached hereto, to secure the payment of all Obligations.

### Agreement

Section 1.1 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Secured Party for the ratable benefit of the holders of the Obligations a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) all inventions and discoveries, whether patentable or not, all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for such letters patent, including without limitation registrations, recordings and applications in a Trademark

Office and all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof (each of the foregoing being herein called a “Patent”), any license related thereto (each herein called a “Patent License”; listed on Schedule I attached hereto are all Patents and Patent Licenses of Debtors), and all proceeds of and rights associated with, the foregoing including licenses, royalties income, payments, claims, damages and proceeds of infringement suits, and the right to sue third parties for past, present or future infringements of any Patent, and for breach or enforcement of any Patent License;

(b) all trademarks (other than intent to use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications), trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers (and all amendments, supplements, restatements and modifications thereof or thereto from time to time), and all prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications, if any, in connection therewith including registrations, recordings and applications, if any, in the Trademark Office, all common-law rights relating to the foregoing and all reissues, continuations, continuations-in-part, extensions or renewals of the foregoing (each of the foregoing items in this paragraph and listed on Schedule I attached hereto being herein referred to as a “Trademark” and collectively called the “Trademarks”), all trademark licenses for the grant by or to any Grantor of any right to use any trademark, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and the right to sue third parties for past, present and future infringements of any Trademark and all proceeds of, and rights associated with, the foregoing; and

(c) any claim for past, present or future infringement or dilution of any Trademark, Patent or Patent License, or for injury to the goodwill associated with any Trademark.

Section 1.2 Notwithstanding anything to the contrary contained in Section 1.1 and other than to the extent set forth in this Section 1.2, the Excluded Assets shall be excluded from the lien and security interest granted hereunder; provided, however, that (x) the exclusion from the Lien and security interest granted by any Grantor hereunder of any Excluded Assets shall not limit, restrict or impair the grant by such Grantor of the Lien and security interest in any accounts or receivables arising under any such Excluded Assets or any payments due or to become due thereunder unless the conditions in effect which qualify such assets as Excluded Assets applies with respect to such accounts and receivables and (y) any proceeds received by any Grantor from the sale, transfer or other disposition of Excluded Assets shall constitute Collateral unless the conditions in effect which qualify such Property as an Excluded Assets applies with respect to such proceeds.

Section 1.3 This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted hereunder with the United States Patent and Trademark Office. This security interest is granted in conjunction with the security interests granted to the Secured Party for the ratable benefit of the holders of the Obligations pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the holders of the Obligations with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 1.4 The Grantors authorize and request that the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

[Remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the Secured Party and each Grantor has caused this Agreement to be duly executed by its officer duly authorized as of the date first above written.

**GRANTORS:**

**SOLARIS OILFIELD SITE SERVICES OPERATING,  
LLC**

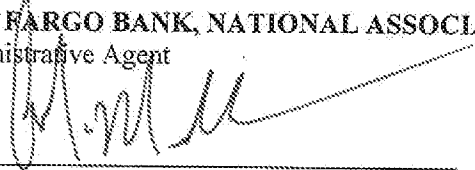
By:   
Name: Kyle Ramachandran  
Title: President and Chief Financial Officer

**SOLARIS OILFIELD TECHNOLOGIES, LLC**

By:   
Name: Kyle Ramachandran  
Title: President and Chief Financial Officer

**SECURED PARTY:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By:   
Name: Corbin Womac  
Title: Director

Signature Page to  
Patent and Trademark Security Agreement

## Schedule I

### Solaris Oilfield Infrastructure, LLC

None

### Solaris Oilfield Early Property, LLC

None

### Solaris Oilfield Site Services Operating, LLC

#### I. Issued Patents

##### A. United States Patents

- 1) US 8,926,252 Issued: January 6, 2015  
Fracture Sand Silo System and Methods of Deployment and Retraction of Same
- 2) US 9,499,335 Issued: November 22, 2016  
Fracture Sand Silo System and Methods of Deployment and Retraction of Same

##### B. Canadian Patents

- 1) CA 2,851,290 Issued: July 11, 2017  
Fracture Sand Silo System and Methods of Deployment and Retraction of Same
- 2) CA 2,963,102 Issued: August 21, 2018  
Fracture Sand Silo System and Methods of Deployment and Retraction of Same
- 3) CA 2,964,009 Issued: September 11, 2018  
Storage and Blending System for Multi-Component Granular Compositions
- 4) CA 2,971,339 Issued: July 24, 2018  
A Delivery, Storage and Blending System for Multi-Component Granular Compositions

##### C. Mexican Patents

- 1) MX 348,588 Issued: June 20, 2017  
Fracture Sand Silo System and Methods of Deployment and Retraction of Same
- 2) MX 349,191 Issued: July 17, 2017  
Fracture Sand Silo System and Methods of Deployment and Retraction of Same

#### II. United States Registered Trademark

- A. PROVIEW Reg. No.: 5,376,792  
Reg. Date: January 9, 2018



**Solaris Logistics, LLC**

None

**Solaris Oilfield Technologies, LLC**

- I. United States Registered Trademark
  - A. RAILTRONIX Reg. No.: 5,565,031  
Reg. Date: September 18, 2018



United States Patent and Trademark Office

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**PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SOLARIS OILFIELD SITE SERVICES OPERATING, LLC	04/26/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	1000 LOUISIANA STREET
<b>Internal Address:</b>	9TH FLOOR
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8926252
<b>Patent Number:</b>	9499335

**TRADEMARK**

**CORRESPONDENCE DATA**

**Fax Number:** (800)404-3970  
**Phone:** 7132232300  
**Email:** DOCKETING@BRACEWELL.COM  
*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.*  
**Correspondent Name:** BRACEWELL LLP  
**Address Line 1:** P.O. BOX 61389  
**Address Line 4:** HOUSTON, TEXAS 77208-1389

**ATTORNEY DOCKET NUMBER:**

0088299.000247

**NAME OF SUBMITTER:**

CONSTANCE G. RHEBERGEN

**Signature:**

/CONSTANCE G. RHEBERGEN/

**Date:**

05/01/2019

**Total Attachments: 7**

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**RECEIPT INFORMATION**

**EPAS ID:** PAT5502275  
**Receipt Date:** 05/01/2019

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