

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas		01/07/2020	Bank: FRANCE
RECEIVING PARTY DATA			
Name:	EP Minerals, LLC		
Street Address:	9785 Gateway Dr.		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89521		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	EP Engineered Clays Corporation		
Street Address:	600 E. McDowell Rd.		
City:	Jackson		
State/Country:	MISSISSIPPI		
Postal Code:	39204		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3279587	NXT	
CORRESPONDENCE DATA			
Fax Number:	3124568435		
<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:	3124568400		
Email:	munozg@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP		
Address Line 1:	77 W. Wacker Drive		
Address Line 2:	suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	179977.010200		
NAME OF SUBMITTER:	Michael R. Friedman		

CH \$40.00 3279587

SIGNATURE:	/Michael R. Friedman/
DATE SIGNED:	01/21/2020
Total Attachments: 6 source=U.S. Silica _ EP Minerals - NXT IP Release (EXECUTED)#page1.tif source=U.S. Silica _ EP Minerals - NXT IP Release (EXECUTED)#page2.tif source=U.S. Silica _ EP Minerals - NXT IP Release (EXECUTED)#page3.tif source=U.S. Silica _ EP Minerals - NXT IP Release (EXECUTED)#page4.tif source=U.S. Silica _ EP Minerals - NXT IP Release (EXECUTED)#page5.tif source=U.S. Silica _ EP Minerals - NXT IP Release (EXECUTED)#page6.tif	

PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 7, 2020 (this "**Partial Release**"), by and among EP Minerals, LLC, a Delaware limited liability company, and EP Engineered Clays Corporation, a Delaware corporation (each a "**Grantor**" and, together, the "**Grantors**"), and BNP Paribas, as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the "**Collateral Agent**").

RECITALS

- (A) Grantors are parties to the Third Amended and Restated Credit Agreement, dated as of May 1, 2018 (the "**Credit Agreement**"), among, among others, USS Holdings, Inc., U.S. Silica Company, the Subsidiary Guarantors party thereto from time to time, the financial institutions party thereto from time to time as Lenders and BNP Paribas as Administrative Agent.
- (B) Grantors are parties to the Pledge and Security Agreement, dated as of November 25, 2008, in favor of the Collateral Agent (as it may from time to time be amended, modified or supplemented, the "**Pledge and Security Agreement**"), pursuant to which the Grantors were required to execute and deliver the IP Security Agreement (as defined below).
- (C) Pursuant to the Intellectual Property Security Agreement, dated as of May 1, 2018 (the "**IP Security Agreement**"; capitalized terms used but not otherwise defined herein have the meanings assigned to such terms in the IP Security Agreement), by and among the Grantors and the Collateral Agent, which IP Security Agreement was recorded in the U.S. Patent and Trademark Office on May 8, 2018, at Reel 6381, Frame 0116, each Grantor has granted a security interest in its right, title and interest in and to certain intellectual property (the "**Intellectual Property Collateral**") to the Collateral Agent, for the benefit of the Secured Parties.
- (D) Pursuant to the Asset Purchase Agreement, dated as of January 7, 2020, between EP Minerals, LLC, a Delaware limited liability company ("**Seller**") and Treibacher Industrie AG, an Austrian company ("**Purchaser**"), Seller has agreed to sell, and Purchaser has agreed to purchase, the portion of the Intellectual Property Collateral listed in the Schedule hereto (the "**Specified Collateral**"), such purchase and sale being permitted under Section 6.7(b) of the Credit Agreement.
- (E) The Collateral Agent (acting on behalf of the Secured Parties) has agreed to release the security interest created under the IP Security Agreement with respect to the Specified Collateral, on the terms and conditions set forth in this Partial Release.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the date first written above, (a) the Collateral Agent hereby consents to the sale and assignment of the Specified Collateral by EP Minerals, LLC pursuant to that certain Asset Purchase Agreement by and between EP Minerals, LLC and Treibacher Industrie AG, an Austrian company, and (b) all security interests over and liens in the Specified Collateral created by the IP Security Agreement are hereby released, terminated, and given no further force or effect by the Collateral Agent (acting on behalf of the Secured Parties). The Collateral Agent (acting on behalf of the Secured Parties) hereby authorizes the Grantors and their agents, to file (i) UCC amendment or termination statements for all UCC financing statements filed by the Collateral Agent or

the Secured Parties against the Grantors and encumbering the Specified Collateral, and (ii) termination statements with the U.S. Patent and Trademark Office and other applicable government agencies with respect to the Specified Collateral. The Collateral Agent (acting on behalf of the Secured Parties) will execute and deliver to the Grantors, at the request and expense of any such Grantor, such additional discharges of security interests, pledges, guarantees, documents, instruments or other releases they may reasonably request to further evidence the termination of all such security interests, liens, or pledges in the Specified Collateral.

For the avoidance of doubt, such release shall not affect any Intellectual Property Collateral other than the Specified Collateral, and all such Intellectual Property Collateral other than the Specified Collateral shall remain subject to the security interests granted by the Grantors in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to the IP Security Agreement.


THIS PARTIAL RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

This Partial Release will be binding upon and inure to the benefit of each party and its successors and assigns.


[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have caused this Partial Release to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

EP MINERALS, LLC,
as Grantor

By: 
Name: Bryan A. Shinn
Title: President and Chief Executive Officer

EP ENGINEERED CLAYS CORPORATION,
as Grantor

By: 
Name: Bryan A. Shinn
Title: President and Chief Executive Officer

BNP PARIBAS,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Partial Release to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

EP MINERALS, LLC,
as Grantor

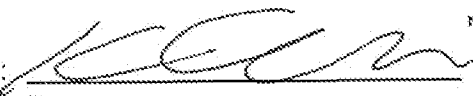
By: _____
Name:
Title:

EP ENGINEERED CLAYS CORPORATION,
as Grantor

By: _____
Name:
Title:

BNP PARIBAS,
as Collateral Agent

By: 
Name: Charles Romano
Title: Director

By: 
Name: Kwang Kyun Choi
Title: Vice President

Schedule
Specified Collateral

Registered Patents and Trademarks							
Name	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
NXT	U.S. Federal	78824649	27-FEB-2006	3279587	14-AUG-2007	RENEWED (REGISTERED)	EP MINERALS, LLC
REMOVAL OF ARSENIC FROM DRINKING AND PROCESS WATER: ARSENIC PRESENT IN WATER IS ADSORBED USING METAL SALT HYDROGELS, WHICH CAN EFFECTIVELY BE FILTERED THROUGH A DIATOMACEOUS EARTH (DE) FILTRATION BED	U.S. Federal	10510526	10-APR-2003	7445718	4-NOV-2008	ISSUED	EP MINERALS, LLC THE BOARD OF REGENTS OF THE NEVADA SYSTEMS OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO

REMOVAL OF ARSENIC FROM DRINKING AND PROCESS WATER	Canada	2,481,961	10-APR-2003	2,481,961	10-JUL-2012	ISSUED	EP MINERALS, LLC THE BOARD OF REGENTS OF THE NEVADA SYSTEMS OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO
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Registered Licenses

Patent License Agreement between the Board of Regents of the Nevada Systems of Higher Education on behalf of the University of Nevada, Reno and EP Minerals, LLC dated September 1, 2004, as amended on September 15, 2008.