

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM602505

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HI-CRUSH INC.		10/09/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	10 S. Dearborn Street		
<b>Internal Address:</b>	Floor L2, IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5503221	PROPSTREAM	
<b>Registration Number:</b>	5730141	PERMIAN PEARL	
<b>Registration Number:</b>	5539211	HI CRUSH	
<b>Registration Number:</b>	5745969	PROPSTREAM	
<b>Registration Number:</b>	4596546	HI CRUSH PERFORMANCE UNDER PRESSURE	
<b>Registration Number:</b>	4596543	HI CRUSH	
<b>Serial Number:</b>	88567874	NEXSTAGE	
<b>Serial Number:</b>	88567888	PROPDISPATCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502515002		
<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>			
<b>Phone:</b>	6502515262		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Amber Harezlak		
<b>Address Line 1:</b>	2475 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	509600/0348		

CH \$215.00 5503221

<b>NAME OF SUBMITTER:</b>	J. Jason Mull
<b>SIGNATURE:</b>	/J. Jason Mull/
<b>DATE SIGNED:</b>	10/12/2020
<b>Total Attachments: 5</b> source=Hi-Crush - Exit ABL Trademark Security Agreement [Executed]#page1.tif source=Hi-Crush - Exit ABL Trademark Security Agreement [Executed]#page2.tif source=Hi-Crush - Exit ABL Trademark Security Agreement [Executed]#page3.tif source=Hi-Crush - Exit ABL Trademark Security Agreement [Executed]#page4.tif source=Hi-Crush - Exit ABL Trademark Security Agreement [Executed]#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of the date of the Security Agreement (as defined below), is made by HI-CRUSH INC., a Delaware corporation (the “**Grantor**”), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined in the Credit Agreement referred to below).

WHEREAS, Grantor, the Lenders, the Issuing Lenders, and JPMorgan Chase Bank, N.A entered into that certain Credit Agreement, dated as of October 9, 2020, (as amended, restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, in connection with the Credit Agreement, the Grantor is party to the Pledge and Security Agreement, dated as of October 9, 2020, in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, extended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders and Issuing Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title or interest in or to any and all of the Trademark Collateral, including those listed on Schedule I hereto, and all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to the Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (the “**Security Interest**”).

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark 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. If any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement will control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery by telecopier, “.pdf”, “.tif” or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement will be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement will become effective as of the date signed by the Grantor, and thereafter will be binding upon

the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, “.pdf”, “.tif” or other electronic imaging means.

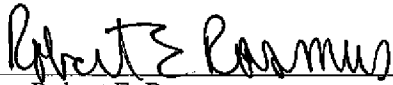
SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of New York, without reference to its conflicts of laws provisions.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HI-CRUSH INC.,  
as Grantor

By:   
Name: Robert E. Rasmus  
Title: Chief Executive Officer

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 007074 FRAME: 0825**




Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By: SBalette  
Name: Stephanie Balette  
Title: Authorized Officer

**SCHEDULE I**

**TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b>Owner</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Word Mark</b>
Hi-Crush Inc.	87/776,941	5,503,221	 PropStream
Hi-Crush Inc.	87/814,438	5,730,141	PERMIAN PEARL
Hi-Crush Inc.	87/685,296	5,539,211	HI CRUSH
Hi-Crush Inc.	87221365	5745969	PROPSTREAM
Hi-Crush Inc.	86/170,837	4,596,546	
Hi-Crush Inc.	86/170,823	4,596,543	
Hi-Crush Inc.	88/567,874	Pending <sup>1</sup>	NEXSTAGE
Hi-Crush Inc.	88/567,888	Pending <sup>2</sup>	PROPDISPATCH

<sup>1</sup> This Trademark has been filed with the U.S. Patent and Trademark Office on an “intent-to-use” basis and constitutes Excluded Property until a statement of use or amendment to allege use is filed, at which point it will be deemed to be included in the Trademark Collateral.

<sup>2</sup> This Trademark has been filed with the U.S. Patent and Trademark Office on an “intent-to-use” basis and constitutes Excluded Property until a statement of use or amendment to allege use is filed, at which point it will be deemed to be included in the Trademark Collateral.