

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643859

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest Previously Recorded at Reel/Frame (7074/0821)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		04/29/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Hi-Crush Inc.
Street Address:	1330 Post Oak Blvd.
Internal Address:	Suite 600
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5503221	PROPSTREAM
Registration Number:	5730141	PERMIAN PEARL
Registration Number:	5539211	HI CRUSH
Registration Number:	5745969	PROPSTREAM
Registration Number:	4596546	HI CRUSH PERFORMANCE UNDER PRESSURE
Registration Number:	4596543	HI CRUSH
Serial Number:	88567874	NEXSTAGE
Serial Number:	88567888	PROPDISPATCH

CORRESPONDENCE DATA

Fax Number: 7138215602

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: 7138215688

Email: jmull@stblaw.com

Correspondent Name: Evan West

Address Line 1: 600 Travis Street

Address Line 2: Suite 5400

Address Line 4: Houston, TEXAS 77002

TRADEMARK

ATTORNEY DOCKET NUMBER:	509265/2147
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	05/03/2021
Total Attachments: 3 source=Hi Crush - Trademark Release#page1.tif source=Hi Crush - Trademark Release#page2.tif source=Hi Crush - Trademark Release#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS

This TERMINATION AND RELEASE dated as of April 29, 2021, from JPMorgan Chase Bank, N.A., as Collateral Agent (the “Agent”) for certain banks and other financial institutions (the “Lenders”), to Hi-Crush Inc., a Delaware corporation (the “Obligor”).

WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of October 9, 2020, made by the Grantors (as defined therein) in favor of the Agent (the “Collateral Agreement”), a security interest (the “Security Interest”) was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of October 9, 2020, among the Agent and Obligor (the “Security Agreement”), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the United States Trademark Office on October 21, 2020 at Reel 7074 and Frame 0821; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

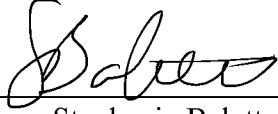
1. Definitions. The term “Trademark Collateral,” as used herein, shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement (including, without limitation, those items listed on Schedule A hereto).

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.




IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.
as Agent

By: 
Name: Stephanie Balette
Title: Authorized Officer

Schedule A

Trademark Collateral

Owner	Serial No.	Registration No.	Word Mark
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	5,745,969	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 ¹	NEXSTAGE
Hi-Crush Inc.	88/567,888	Pending ²	PROPDISPATCH

¹ 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.

² 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.