

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515071

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AGENCY RESIGNATION, APPOINTMENT AND ASSUMPTION AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION, as agent		03/15/2019	National Banking Association:

RECEIVING PARTY DATA

Name:	HPS Investment Partners, LLC, as agent
Street Address:	40 West 57th Street
Internal Address:	33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4765037	EMERGE ENERGY SERVICES
Registration Number:	4765038	
Registration Number:	4616006	SSS
Registration Number:	5317617	SANDGUARD
Registration Number:	5201056	SANDMAXX
Registration Number:	5287066	SANDMAXX BOTTOM LINE TECHNOLOGY SSS A SU

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 212.310.8000

Email: JUAN.ARIAS@WEIL.COM

Correspondent Name: Anna McEwen

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Anna McEwen-52644.0010

CH \$165.00 4765037

NAME OF SUBMITTER:	Anna McEwen
SIGNATURE:	/Anna McEwen/
DATE SIGNED:	03/19/2019

Total Attachments: 26

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**AGENCY RESIGNATION, APPOINTMENT
AND ASSUMPTION AGREEMENT**

This AGENCY RESIGNATION, APPOINTMENT AND ASSUMPTION AGREEMENT, dated and effective as of March 15, 2019 (this "Agreement"), is entered into among PNC Bank, National Association ("PNC"), as Agent (in such capacity, the "Resigning Agent") under the Credit Agreement (as defined below), HPS Investment Partners, LLC ("HPS") in its capacity as Successor Agent (as defined below), those lenders under the Credit Agreement (defined below) which are parties hereto (the "Required Lenders"), Emerge Energy Services LP ("Parent Guarantor"), Emerge Energy Services Operating, LLC ("Emerge"), Superior Silica Sands LLC ("SSS", and collectively with Emerge, the "Borrowers", and individually, a "Borrower").

Reference is made to that certain Second Amended and Restated Revolving Credit and Security Agreement, dated as of January 5, 2018, by and among the Borrowers, Parent Guarantor, the Lenders party thereto from time to time and Resigning Agent (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement).

RECITALS

WHEREAS, the Resigning Agent is hereby resigning as Agent and giving notice to the Lenders and Borrowing Agent of its resignation in accordance with Section 5.07(g) of the First Lien/Second Lien Intercreditor Agreement and Section 14.3 of the Credit Agreement;

WHEREAS, the Required Lenders desire to appoint HPS to act as the successor Agent (in such capacity, the "Successor Agent") under the Credit Agreement and the Other Documents (collectively, the Credit Agreement and all Other Documents are referred to herein as the "Applicable Loan Documents"); and

WHEREAS, the Successor Agent has agreed to accept its appointment and to serve as the Agent.

NOW, THEREFORE, the parties agree as follows:

1. Resignation. Pursuant to Section 14.3 of the Credit Agreement, the Resigning Agent hereby resigns as Agent under the Applicable Loan Documents, effective upon the Effective Date (as defined below). On the Effective Date, the Resigning Agent's rights, powers, privileges, obligations and duties (other than such rights, powers, privileges, obligations and duties expressly provided herein or that otherwise survive in accordance with the terms of the Applicable Loan Documents) as Agent shall be terminated, without any further act or deed on the part of the Resigning Agent, any Lender or any of the other parties to the Applicable Loan Documents.

2. Appointment. Notwithstanding any notice period required under Section 14.3 of the Credit Agreement, effective as of the Effective Date, (a) the Required Lenders hereby appoint, in accordance with 14.3 of the Credit Agreement, the Successor Agent as the Agent under the Applicable Loan Documents (the "Appointment"), (b) the Successor Agent hereby accepts its Appointment, (c) the Borrowers hereby approve such Appointment and (d) the Successor Agent, as the Agent, shall succeed to, and be vested with, all of the rights, powers, privileges, obligations and duties of the Agent under the Applicable Loan Documents.

3. Collateral Transition.

(a) The Resigning Agent covenants and agrees that it will, at the expense of the Borrowers, execute all documents and take such actions as may be reasonably requested by the Successor Agent on or after the date hereof to transfer to the Successor Agent the rights and privileges of the Resigning Agent as Agent under the Applicable Loan Documents.

(b) Each of the Borrowers and Parent Guarantor hereby authorize Successor Agent to give any notices and make any filings, in each case, as is reasonably necessary in order to give effect to the Appointment, including, without limitation, the filing of any financing statement amendments or assignments.

(c) The parties hereto acknowledge and agree that the Successor Agent shall be the "Agent" or "Collateral Agent" (or similar capacity) for purposes of all Applicable Loan Documents, and all references to the Resigning Agent in such capacity shall be to the Successor Agent in such capacity; provided, that, the Resigning Agent shall retain all indemnification and exculpation rights and benefits under the Applicable Loan Documents; provided further that any rights and privileges of the Resigning Agent as Agent under the Applicable Loan Documents that cannot be automatically or by action assigned to the Successor Agent, shall be held by the Resigning Agent on trust for the benefit of the Successor Agent, on behalf of the Secured Parties.

4. Delineation of Responsibilities. The parties hereto agree that neither PNC, in its individual capacity and in its capacity as the Resigning Agent, nor any of its Affiliates, shall bear any responsibility or liability for any actions taken or omitted to be taken by the Successor Agent or otherwise under this Agreement or the Applicable Loan Documents or the transactions contemplated thereby. The parties hereto agree that HPS, in its individual capacity and in its capacity as the Successor Agent, shall bear no responsibility or liability for any actions taken or omitted to be taken by PNC in its capacity as the Resigning Agent or otherwise under this Agreement and the Applicable Loan Documents or the transactions contemplated thereby.

5. Representations and Warranties. Each of the Resigning Agent and Successor Agent represents and warrants to the other parties hereto that it is authorized to execute this Agreement and perform its obligations hereunder, and the Successor Agent represents and warrants to the other parties hereto that it is authorized to perform its obligations as the Agent under the Applicable Loan Documents.

6. Privileged Information. It is the intention and understanding of the Resigning Agent and the Successor Agent that any exchange of information under this Agreement that is otherwise protected against disclosure by privilege, doctrine or rule of confidentiality (such information, "Privileged Information"), whether before or after the Effective Date, (a) shall not waive any applicable privilege, doctrine or rule of protection from disclosure, (b) shall not diminish the confidentiality of the Privileged Information and (c) shall not be asserted as a waiver of any such privilege, doctrine or rule by the Resigning Agent or the Successor Agent. The Resigning Agent makes no representation or warranty and assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement and the Other Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, the Credit Agreement and the

Other Documents or any other instrument or document furnished pursuant thereto, except as otherwise expressly set forth in this Agreement, or (ii) the financial condition of the Borrowers or any Credit Party or the performance or observance by the Borrowers or any Credit Party of any of its obligations under the Credit Agreement, the Other Documents or any other instrument or document furnished pursuant thereto.

7. Accuracy of Other Documents. The Resigning Agent shall not be responsible to the Successor Agent for the execution, effectiveness, genuineness, validity, enforceability, collectability or sufficiency of any of the Other Documents or for any representations, warranties, recitals or statements made therein or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents furnished or made to the Successor Agent or by or on behalf of the Credit Parties to the Resigning Agent or the Successor Agent in connection with the Other Documents and the transactions contemplated thereby or for the financial condition or business affairs of the Borrowers, the Credit Parties or any other Person liable for the payment of any Obligations, nor shall the Resigning Agent be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Other Documents or as to the use of the proceeds of the Loans or as to the existence or possible existence of any Default. The Successor Agent acknowledges that it has made its own independent investigation of the financial condition and affairs of the Credit Parties, and that it has made and shall continue to make its own appraisal of the creditworthiness of such Persons. The Resigning Agent shall have no duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of the Successor Agent or to provide the Successor Agent with any other credit or other information with respect thereto, whether coming into its possession before the effective date of this Agreement or at any time or times thereafter, and the Resigning Agent shall not have any responsibility with respect to the accuracy of or the completeness of any information provided to the Successor Agent.

8. Release. The Borrowers and Parent Guarantor hereby voluntarily discharge, waive, acquit, surrender and expressly release the Resigning Agent and its Affiliates from (a) all obligations to Borrowers and Parent Guarantor (and its respective successors and assigns) under the Applicable Loan Documents, and (b) any and all claims, damages, liabilities or obligations of every nature and description in any way or manner arising out of the Resigning Agent's performance and obligations under the Applicable Loan Documents; whether known or unknown, anticipated or unanticipated, fixed or contingent, at law or in equity, that Borrowers or Parent Guarantor at any time may have, or that its successors and assigns may have against the Resigning Agent and its Affiliates.

9. Miscellaneous.

(a) Conditions to Effectiveness. This Agreement shall be effective upon (i) the delivery to the Resigning Agent and the Successor Agent of this Agreement, executed and delivered by a duly authorized officer of the Resigning Agent, the Successor Agent, the Borrowers, Parent Guarantor and the Required Lenders, and (ii) the payment of Resigning Agent's out-of-pocket costs and expenses in accordance with Section 9(c) hereof (the date upon which each of clauses (i) and (ii) are satisfied being referred to herein as the "Effective Date").

(b) Notice Waived. The parties hereto agree that such resignation and successor appointment shall be effective immediately as of the Effective Date, notwithstanding any otherwise applicable notice provisions set forth in the Credit Agreement (including, without

limitation, the 60-day notice requirement set forth in Section 14.3 of the Credit Agreement) or any requirements that are otherwise applicable under any Other Document, all of which are waived by the Borrowers, the Credit Parties and the Lenders party hereto.

(c) Resigning Agent's Costs and Expenses.

(i) The Borrowers hereby agree to reimburse the Resigning Agent promptly upon demand for its reasonable out-of-pocket costs and expenses (including, without limitation, (x) the reasonable fees and expenses of counsel and (y) any recording costs) incurred in connection with or arising out of this Agreement or the transactions contemplated hereunder, and any action taken by it pursuant to this Agreement at the request of the Borrowers or Successor Agent.

(ii) The parties hereto acknowledge and agree that the "Purchase Price" paid by the Lenders to the Resigning Agent as of the date hereof pursuant to Section 5.07 of the First Lien/Second Lien Intercreditor Agreement includes all fees owed to Holland & Knight LLP as counsel to the Resigning Agent, and such fees shall be deemed to have been paid by the Lenders to Holland & Knight LLP.

(d) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(e) Entire Agreement. This Agreement states the entire agreement and supersedes all prior agreements, written or verbal, between the parties hereto with respect to the subject matter hereof and may not be amended except in writing signed by a duly authorized representative of each of the respective parties hereto. Except as specifically modified by this Agreement, the Credit Agreement and the Other Documents are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms.

(f) Continuing Effect; No Other Waivers or Amendments. Except for the replacement of the Agent as set forth herein and the notice information set forth in Section 8(g), this Agreement shall not constitute an amendment to or waiver of any provision of the Applicable Loan Documents and shall not be construed as a consent to any action on the part of the Borrowers, or any Credit Party that would require an amendment, waiver or consent of the Agent or any Lender. The provisions of the Credit Agreement and the Other Documents are and shall remain in full force and effect in accordance with their terms. After the Effective Date, as set forth in Section 14.3 of the Credit Agreement, the provisions of Article XIV of the Credit Agreement shall inure to the benefit of the Resigning Agent (and, as and to the extent provided therein, its Affiliates) as to any actions taken or omitted to be taken while it was Agent or under the Credit Agreement and the Other Documents, and it is understood and agreed that the Successor Agent shall receive all of the benefits, indemnifications and exculpations provided for in the Credit Agreement (including without limitation under the provisions of Article XIV) that are stated therein to apply to the Agent from and after the Effective Date; it being understood and agreed that none of the Resigning Agent nor any of its Affiliates shall have any liability (express or implied) by operation of this sentence. The Resigning Agent shall retain all claims and rights to indemnification under the Credit Agreement and the Other Documents for acts, omissions, events or circumstances occurring or existing on or prior to the Effective Date in its capacity as Resigning Agent under the Credit Agreement and the Other Documents.

(g) Notice. The following address and account details are to be used for purposes of communications to the Successor Agent pursuant to the Credit Agreement or the Other Documents:

HPS Investment Partners, LLC
40 West 57th Street, 33rd Floor
New York, New York 10019
Attention: Piero Russo
Facsimile: (646) 344-4271
Telephone: (212) 287-4271
Email: piero.russo@hpspartners.com

With a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Damian Ridealgh
Telephone: (212) 310-8510
Facsimile: (212) 310-8007
Email: damian.ridealgh@weil.com

(h) Miscellaneous. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement or any other document required to be delivered hereunder, by fax transmission or e-mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement. Without limiting the foregoing, upon the request of any party, such fax transmission or e-mail transmission shall be promptly followed by such manually executed counterpart. This Agreement shall constitute an Other Document for all purposes of the Credit Agreement and the Other Documents.

(i) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

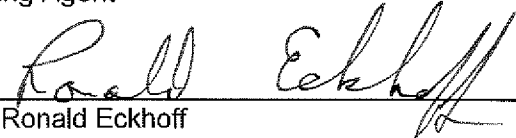
(j) Waiver of Jury Trial; Consent to Jurisdiction; Service of Process. The waiver of jury trial, jurisdiction, and service of process provisions set forth in Sections 12.3 and 16.1 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

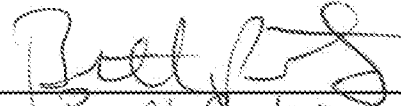
RESIGNING AGENT:

PNC BANK, NATIONAL ASSOCIATION, as the
Resigning Agent

By: 
Name: Ronald Eckhoff
Title: Vice President

SUCCESSOR AGENT:

HPS INVESTMENT PARTNERS, LLC, as the
Successor Agent

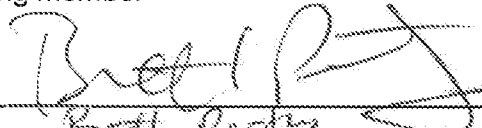
By: 
Name: Brett Butler
Title: Managing Director

LENDERS:

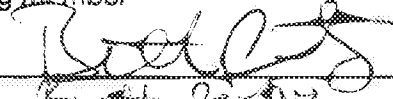
MP III OFFSHORE MEZZANINE INVESTMENTS,
L.P.

By: HPS Mezzanine Management III, LLC, an
investment manager

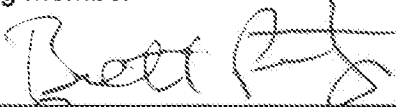
By: HPS Investment Partners, LLC, its sole and
managing member

By: 
Name: Brett Perkins
Title: Managing Director

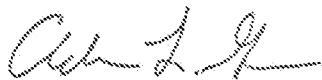
MEZZANINE PARTNERS III, L.P.
By: HPS Mezzanine Management III, LLC, an
investment manager
By: HPS Investment Partners, LLC, its sole and
managing member

By: 
Name: Scott Porter
Title: Managing Director

AP MEZZANINE PARTNERS III, L.P.
By: HPS Mezzanine Management III, LLC, an
investment manager
By: HPS Investment Partners, LLC, its sole and
managing member

By: 
Name: Brett Rubin
Title: Managing Director

OC II LVS III LP

By: 
Name: Adam L. Gubner
Title: Authorized Person

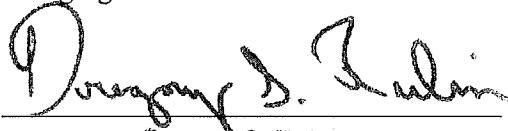


OHA-CDP ESCF, L.P.

By: OHA-CDP ESCF GenPar, LLC,
its general partner

By: OHA Global PE GenPar, LLC,
its managing member

By: OHA Global PE MGP, LLC,
its managing member


By: 
Name: Gregory S. Rubin
Title: Authorized Signatory

OHA BCSS SSD, L.P.

By: OHA BCSS SSD GenPar, LLC,
its general partner

By: OHA Global PE GenPar, LLC,
as managing member

By: OHA Global PE MGP, LLC,
as managing member

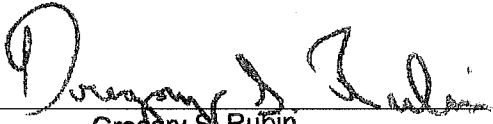
By: 
Name: Gregory S. Rubin
Title: Authorized Signatory

OHA MPS SSD, L.P.

By: OHA MPS SSD GenPar, LLC,
its general partner


By: OHA Global PE GenPar, LLC,
as managing member

By: OHA Global PE MGP, LLC,
as managing member

By: 
Name: Gregory S. Rubin
Title: Authorized Signatory

**THE COCA-COLA COMPANY
MASTER RETIREMENT TRUST**

By: Oak Hill Advisors, L.P.,
as Investment Manager

By: 
Name: Gregory S. Rubin
Title: Authorized Signatory

Signature Page
Agency Resignation, Appointment and Assumption Agreement

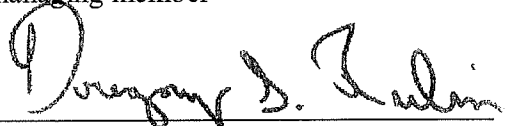
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**OHA Enhanced Credit Strategies
Master Fund, L.P.**

By: OHA Enhanced Credit
Strategies GenPar, LLC,
its general partner

By: OHA Global GenPar, LLC,
its managing member


By: OHA Global MGP, LLC,
its managing member



By: _____
Name: Gregory S. Rubin
Title: Authorized Signatory

Future Fund Board of Guardians

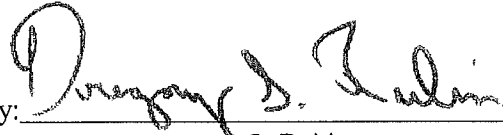
By: Oak Hill Advisors, L.P.,
as its Investment Advisor

By: 
Name: Gregory S. Rubin
Title: Authorized Signatory

Signature Page
Agency Resignation, Appointment and Assumption Agreement.

**INDIANA PUBLIC RETIREMENT
SYSTEM**

By: Oak Hill Advisors, L.P.,
as Investment Manager



By: _____
Name: Gregory S. Rubin
Title: Authorized Signatory

Lerner Enterprises, LLC
By: Oak Hill Advisors, L.P.,
as advisor and attorney-in-fact to Lerner
Enterprises, LLC




By: _____
Name: Gregory S. Rubin
Title: Authorized Signatory

Signature Page
Agency Resignation, Appointment and Assumption Agreement

TRADEMARK
REEL: 006596 FRAME: 0022

OCA OHA Credit Fund LLC,
an individual series of OCA Investment
Partners LLC
By: Oak Hill Advisors, L.P.,
as Investment Manager

By: 
Name: Gregory S. Rubin
Title: Authorized Signatory

OHA Centre Street Partnership, L.P.

By: OHA Centre Street GenPar, LLC,
its general partner

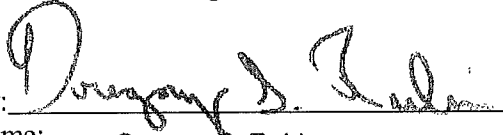
By: OHA Centre Street MGP, LLC,
its managing member



By: _____
Name: Gregory S. Rubin
Title: Authorized Signatory

**Oregon Public Employees Retirement
Fund**

By: Oak Hill Advisors, L.P.,
as Investment Manager

By: 
Name: Gregory S. Rubin
Title: Authorized Signatory

Signature Page
Agency Resignation, Appointment and Assumption Agreement

TRADEMARK
REEL: 006596 FRAME: 0025

**OHA AD Customized Credit Fund
(International), L.P.**

By: OHA AD Customized Credit Fund
GenPar, LLC,

its general partner

By: OHA Global PE GenPar, LLC,
its managing member

By: OHA Global PE MGP, LLC,
its managing member

By: 

Name: Gregory S. Rubin


Title: Authorized Signatory

Signature Page
Agency Resignation, Appointment and Assumption Agreement

TRADEMARK
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Master SIF SICAV-SIF

By: Oak Hill Advisors, L.P.,
as Investment Manager

By: 
Name: Gregory S. Rubin
Title: Authorized Signatory


Signature Page
Agency Resignation, Appointment and Assumption Agreement

OHA Finlandia Credit Fund, L.P.

By: OHA Finlandia Credit Fund GenPar,
LLC, its general partner

By: OHA Global GenPar, LLC,
its managing member

By: OHA Global MGP, LLC,
its managing member

By: 
Name: Gregory S. Rubin
Title: Authorized Signatory

BORROWERS:

EMERGE ENERGY SERVICES OPERATING LLC,
as a Borrower

By: Warren B. Bonham
Name: Warren B. Bonham
Title: Vice President

SUPERIOR SILICA SANDS LLC, as a Borrower

By: Warren B. Bonham
Name: Warren B. Bonham
Title: Vice President

PARENT GUARANTOR:

EMERGE ENERGY SERVICES LP, as Parent
Guarantor

By: Emerge Energy Services GP LLC, its general
partner

By: Warren B. Bonham
Name: Warren B. Bonham
Title: Vice President