

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMERGE ENERGY SERVICES LP		12/20/2019	Limited Partnership: DELAWARE
SUPERIOR SILICA SANDS LLC		12/20/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC		
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: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4765037	EMERGE ENERGY SERVICES	
Registration Number:	4765038		
Registration Number:	4616006	SSS	
Registration Number:	5287066	SANDMAXX BOTTOM LINE TECHNOLOGY SSS A SU	
Registration Number:	5317617	SANDGUARD	
Registration Number:	5201056	SANDMAXX	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
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		

CH \$165.00 4765037

ATTORNEY DOCKET NUMBER:	Anna McEwen-52644.0010
NAME OF SUBMITTER:	Anna McEwen
SIGNATURE:	/Anna McEwen/
DATE SIGNED:	12/23/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 20, 2019 (this “Agreement”), by EMERGE ENERGY SERVICES LP, a Delaware limited partnership (“Emerge”), and SUPERIOR SILICA SANDS LLC, a Texas limited liability company (“SSS” and together with Emerge, each, a “Grantor” and collectively, the “Grantors”) in favor of HPS INVESTMENT PARTNERS, LLC, as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the “Agent”).

Reference is made to that certain Revolving Credit and Security Agreement, dated as of December 20, 2019 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, and in effect on the date hereof, the “Credit Agreement”), by and among, *inter alios*, Emerge, as Parent Guarantor, SSS, the other guarantors from time to time party thereto and the Agent. Pursuant to the Credit Agreement, each Grantor pledged and granted to Agent a security interest in certain property of such Grantor, including the IP Collateral (as defined below), and such Grantor is required to execute and deliver this Agreement. The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement.

SECTION 2. **Grant of Security Interest.** To secure the prompt payment and performance to Agent and each Secured Party of the Obligations (other than those specified in the Agreement), each Grantor, pursuant to the Credit Agreement, hereby pledges and grants to Agent for its benefit and for the benefit of each Secured Party a continuing security interest in and to and Lien on all right, title and interest of such Grantor in the following property of such Grantor, in each case whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located (but excluding for all purposes any Excluded Collateral):

- A. property constituting under any Applicable Law a patent or patent application, including, without limitation, those referred to on Schedule I hereto;
- B. property constituting under any Applicable Law a copyright, or copyright application, including, without limitation, those referred to on Schedule II hereto; and
- C. property constituting under any Applicable Law a trademark, trademark application, service mark, service mark application or corporate or trade names including, without limitation, those referred to on Schedule III hereto;

in each case whether registered or unregistered, and any right or license to use any of the foregoing and all goodwill of such Grantor’s business connected with the use thereof and symbolized thereby, together with any and all, as applicable (i) rights and privileges arising under Applicable Law with respect to any Credit Party’s use of any of the foregoing, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements, misappropriations, dilutions, violations or impairments thereof, (v) rights to sue for past, present or future infringement, misappropriation, dilution, violation or impairment thereof, and (vi) rights corresponding thereto throughout the world (collectively, the “IP Collateral”).

SECTION 3. ***Credit Agreement.*** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 4. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

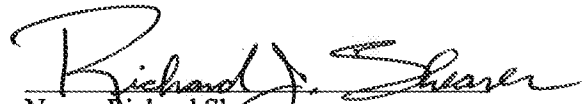
[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

GRANTORS:

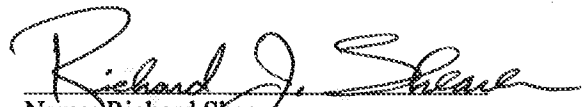
EMERGE ENERGY SERVICES LP,
a Delaware limited partnership

By: EES GP, LLC, its general partner

By: 
Name: Richard Shearer
Title: Authorized Officer

SUPERIOR SILICA SANDS LLC,
a Texas limited liability company

By: EMERGE ENERGY SERVICES OPERATING
LLC, its sole member

By: 
Name: Richard Shearer
Title: Authorized Officer

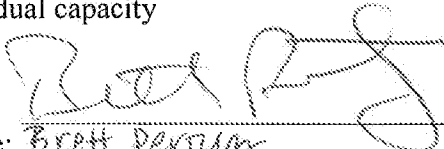
[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006825 FRAME: 0216

ACCEPTED AND
ACKNOWLEDGED BY:

HPS INVESTMENT PARTNERS, LLC,
solely in its capacity as Agent and not in its
individual capacity

By:


Name: Brett Perrum
Title: Managing Director

SCHEDULE I

Patents

None.







SCHEDULE II

Copyrights

None.

SCHEDULE III

Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
EMERGE ENERGY SERVICES LP	USA	EMERGE ENERGY SERVICES	4765037	06/30/2015
EMERGE ENERGY SERVICES LP	USA		4765038	06/30/2015
Superior Silica Sands LLC	USA	SSS 	4616006	10/7/2014
Superior Silica Sands LLC	USA	SANDMAXX BOTTOM LINE TECHNOLOGY SSS A SUPERIOR SILICA SANDS  PRODUCT	5287066	9/12/2017
Superior Silica Sands LLC	USA	SANDGUARD	5317617	10/24/2017
Superior Silica Sands LLC	USA	SANDMAXX	5201056	5/9/2017
Superior Silica Sands LLC	Canada	SANDMAXX	1037093	7/8/2019
Superior Silica Sands LLC	Canada		1036165	7/4/2019
Superior Silica Sands LLC	Canada		916199	10/7/2015
EMERGE ENERGY SERVICES LP	Canada		1009953	11/18/2018
EMERGE ENERGY SERVICES LP	Canada	EMERGE ENERGY SERVICES	1010232	12/3/2018