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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM554682

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS-Release of Reel/Frame 6245/0200	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HPS Investment Partners, LLC		12/20/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	EMERGE ENERGY SERVICES LP		
Street Address:	5600 Clearfork Main Street		
Internal Address:	Suite 400		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76109		
Entity Type:	Limited Partnership: DELAWARE		
Name:	SUPERIOR SILICA SANDS LLC		
Street Address:	5600 Clearfork Main Street		
Internal Address:	Suite 400		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76109		
Entity Type:	Limited Liability Company: TEXAS		

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85688240	EMERGE ENERGY SERVICES
Serial Number:	85688242	
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

TRADEMARK

900528391 REEL: 006825 FRAME: 0225

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: 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

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

Total Attachments: 4

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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS** (this "Release"), dated as of December 20, 2019, is made by HPS INVESTMENT PARTNERS, LLC, in its capacity as disbursing agent and collateral agent for the Noteholders (as defined in the Trademark Security Agreement defined below) (together with its successors and assigns in such capacity, "Agent"), in favor of EMERGE ENERGY SERVICES LP and SUPERIOR SILICA SANDS LLC (each, a "Grantor" and, together the "Grantors"). Capitalized terms not defined herein have the meanings assigned to them in the Note Purchase Agreement (as defined below).

WHEREAS, Grantors, Agent and the other parties thereto entered into that certain Second Lien Note Purchase Agreement, dated as of January 5, 2018, (as may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), pursuant to which each Grantor executed and delivered to Agent that certain Amended and Restated Second Lien Trademark Security Agreement, dated as of January 5, 2018 (the "Trademark Security Agreement") for recordation with the United States Patent and Trademark Office (the "USPTO") and Canadian Intellectual Property Office (the "CIPO");

WHEREAS, the Trademark Security Agreement was recorded with the USPTO on January 8, 2018 at Reel/Frame 6245/0200 and with the CIPO on January 25, 2018 at File No. 1602119 and File No. 1636189;

WHEREAS, pursuant to the terms and conditions of the Note Purchase Agreement and the Trademark Security Agreement, each Grantor assigned, pledged and granted to Agent, for the benefit of the Noteholders, a continuing security interest in the Trademark Collateral (as defined below); and

WHEREAS, Agent has agreed to execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

The term "<u>Trademark Collateral</u>," as used herein, means (a) ALL OF EACH GRANTOR'S UNITED STATES AND FOREIGN TRADEMARKS, TRADEMARK APPLICATIONS, SERVICE MARKS, TRADE NAMES AND ASSOCIATED GOODWILL, AND ALL EXTENSIONS OR RENEWALS OF THE FOREGOING (COLLECTIVELY, "TRADEMARKS"), AND LICENSES FOR ANY OF THE FOREGOING ("LICENSES"), INCLUDING THOSE REFERRED TO ON SCHEDULE I HERETO; (b) ALL INCOME, FEES, ROYALTIES, DAMAGES, CLAIMS AND PAYMENTS NOW OR HEREAFTER DUE AND/OR PAYABLE UNDER THE TRADEMARKS AND LICENSES, INCLUDING DAMAGES AND PAYMENTS FOR PAST, PRESENT AND FUTURE INFRINGEMENTS, VIOLATIONS OR IMPAIRMENTS THEREOF; (c) ALL RIGHTS CORRESPONDING TO THE TRADEMARKS OR LICENSES THROUGHOUT THE WORLD; AND (d) ALL RIGHTS TO SUE FOR PAST, PRESENT OR FUTURE INFRINGEMENT, VIOLATION OR DILUTION OF THE TRADEMARKS OR LICENSES.

Agent, on behalf of the Noteholders, hereby (i) terminates, releases and discharges its security interest in the Trademark Collateral, and (ii) reassigns and retransfers to each Grantor (as applicable) any and all right, title and interest Agent may have in or to the Trademark Collateral.

Agent hereby authorizes each Grantor or any of its authorized representatives to file this Release with the USPTO and the CIPO or any other applicable governmental office. Agent hereby further requests that the USPTO and the CIPO (or such other applicable governmental office) record this Release.

[Signature page follows]

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

HPS INVESTMENT PARTNERS, LLC, as Notes Agent and Collateral Agent

By:

Name: Ry

Fitle: Managing Direct

REEL: 006825 FRAME: 0228

SCHEDULE I TO

RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

Texas Sports Sands is a common law mark owned by Superior Silica Sands LLC.

Grantor	Country	Description of Irademark	Application Serial Number	Application/Registration Date
EMERGE ENERGY SERVICES LP	USA	EMERGE ENERGY SERVICES	85/688,240 (Abandoned)	7/26/2012
EMERGE ENERGY SERVICES LP	USA		85/688,242 (Abandoned)	7/26/2012
EMERGE ENERGY SERVICES LP	USA	EMERGE ENERGY SERVICES	85/979,447 (Reg. No. 4765037)	97/26/2912
EMERGE ENERGY SERVICES LP	USA	S Miss Design	85/979,448 (Reg. No. 4765938)	97/26/2912
EMERGE ENERGY SERVICES LP	CANADA	EES LOGO	1602119 (Pending)	
EMERGE ENERGY SERVICES LP	CANADA	EMERGE ENERGY SERVICES	1602120 (Pending)	

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Superior Siliea Sands LLC	USA	sss SSS	86/007,469 (Reg. No. 4616006)	07/11/2013
Superior Sifica Sands LLC	USA	SANDMAXX BOTTOM LINE TECHNOLOGY SSS A SUPERIOR SILICA SANDS PRODUCT	86/899,079 (Reg. No. 5287066)	02/05/2016
Superior Siliea Sands LLC	USA.	SANDGUARD	86/762,455 (Reg. No. 5317617)	09/21/2015
Superior Silica Sands LLC	USA	SANDMAXX	86/899,065 (Reg. No. 5201056)	02/05/2016
Superior Silica Sands LLC	Canada	sss SSS	1.636,189 (Reg. No. TMA916,199)	07/22/2013
Superior Silica Sands LLC	Canada	SANDMAXX BOTTOM LINE TECHNOLOGY SSS A SUPERIOR SILICA SANDS PRODUCT PRODUCT SOLUTION SANDS PRODUCT STREET SANDS STREET	1,789,507 (Pending)	06/30/2016
Superior Silica Sands LLC	Canada	SANDMAXX	1,789,503 (Pending)	06/30/2016

Licenses

N/A

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RECORDED: 12/23/2019