

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4055990

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GRIT ENERGY SOLUTIONS, LLC	09/08/2016
RECEIVING PARTY DATA	
Name:	PROPPANT EXPRESS SOLUTIONS, LLC
Street Address:	950 17TH STREET
Internal Address:	SUITE 2000
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	14249420
Application Number:	61811493
Application Number:	62384234
Application Number:	61882334
Application Number:	14495301
CORRESPONDENCE DATA	
Fax Number:	(212)728-8000
<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:	2127288000
Email:	ipdept@willkie.com
Correspondent Name:	EUGENE CHANG
Address Line 1:	787 SEVENTH AVENUE
Address Line 2:	WILLKIE FARR & GALLAGHER LLP
Address Line 4:	NEW YORK, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	121545.00006 EUGENE CHANG
NAME OF SUBMITTER:	EUGENE CHANG
SIGNATURE:	/eugenechang/
DATE SIGNED:	09/16/2016

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “*Agreement*”) is made and entered into as of September 8, 2016 by and between Grit Energy Solutions, LLC, a Montana limited liability company (“*Assignor*”), and Proppant Express Solutions, LLC, a Delaware limited liability company (“*Assignee*”) (collectively referred to as the “*Parties*”).

WHEREAS, pursuant to that certain Contribution Agreement, dated as of the date hereof, by and among Assignee, Assignor and Assignor’s equityholders (the “*Contribution Agreement*”), Assignor has agreed to contribute, assign, sell, convey, transfer and deliver, and desires to contribute, assign, transfer and deliver all of Assignor’s right, title and interest in and to the Contributed Assets including (i) all patents and patent applications set forth on *Schedule A* attached hereto, including all inventions described and claimed in the patents and patent applications (including divisionals, continuations-in-part, provisionals, reissues, reexaminations or interferences thereof) (the “*Patents*”); and (ii) all trade secrets set forth on *Schedule B* attached hereto, including any confidential and other non-public information related to the business, and the right in any jurisdiction to limit the use or disclosure thereof (“*Trade Secrets*” and collectively, with all right title and interest of Assignor related to any of the foregoing, “*Intellectual Property*”);

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration contained herein and in the Contribution Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ***Capitalized Terms.*** Any capitalized term used but not defined in this Agreement shall have the meaning ascribed to such term in the Contribution Agreement.

2. ***Conveyance and Assignment of Intellectual Property.*** Subject to the terms of the Contribution Agreement, Assignor hereby irrevocably contributes, assigns, conveys, transfers and delivers unto Assignee all of its respective right, title and interest in and to the Intellectual Property.

TO HAVE AND TO HOLD the Intellectual Property unto Transferee and its successors and assigns forever, together with the right to bring an action or proceeding at law or in equity or before any governmental authority for any past, present or future infringement or violation of any of the Intellectual Property, and to collect all damages, awards, settlements and proceeds relating to the Intellectual Property. Assignor further consents to recordation of this Assignment by Assignee, including with the U.S. Patent and Trademark Office or other similar foreign office.

3. ***Miscellaneous.***

(a) ***Effectiveness.*** This Agreement shall be effective as of the Effective Date.

(b) ***Headings.*** The headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.

(c) ***Amendment and Waiver.*** This Agreement may be amended, and the observance of any term of this Agreement may be waived, with (and only with) the written consent of Assignee and Assignor.

(d) ***Successors and Assigns; Assignment; No Third-Party Beneficiaries.*** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. Transferee may assign this Agreement and the rights, interests or obligations hereunder without the consent of any Assignor. Assignor may not assign this Agreement or any of the rights, interest or obligations hereunder without the written consent of Assignee. Nothing in this Agreement shall confer upon any person not a party to this Agreement any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement.

(e) ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all such counterparts together shall constitute one instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission or by electronic mail in "portable document format" form shall have the same effect as physical delivery of the paper document bearing the original signature.

(f) ***Governing Law and Severability.*** This Agreement is governed by and will be construed in accordance with the Laws of the State of Delaware. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be deemed prohibited or invalid under such applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions of this Agreement.

(g) ***Conflict and Inconsistency; No Merger.*** To the extent any conflict or inconsistency exists between the provisions of this Agreement and the Contribution Agreement, the provisions of the Contribution Agreement shall be controlling. The terms and provisions of the Contribution Agreement (including, without limitation, the representations, warranties and covenants therein) shall not merge, be extinguished or otherwise affected by the delivery and execution of this Agreement. Assignor makes no representations or warranties other than those set forth in the Contribution Agreement.

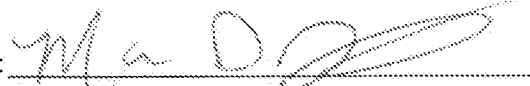
(h) ***Rules of Construction.*** Each of the Parties has contributed to the drafting of this Agreement; accordingly, no rule of strict construction shall be applied against any Party.

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first written above.

Grit Energy Solutions, LLC

Proppant Express Solutions, LLC

By:



Name: MARK D. Agostino

Title: President

By:

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first written above.

Grit Energy Solutions, LLC

Proppant Express Solutions, LLC

By: Proppant Express Investments, LLC, its
Sole Member

By: _____
Name: Mark D'Agostino
Title: President

By: Kevin Fisher
Name: Kevin Fisher
Title: Chief Executive Officer

SIGNATURE PAGE

TO

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PATENT
REEL: 039767 FRAME: 0240

SCHEDULE A

Patents:

Title	Application/ Serial No.	Filing Date
Intermodal Storage and Transportation Container	14/249,420	4/10/14
Intermodal Storage and Transportation Container	61/811,493	4/12/13
Box Support Frame for Use with T- Belt Conveyor	62/384,234	9/7/16
Container System for Hydraulic Fracturing Proppants	61/882,334	9/25/13
Container System for Hydraulic Fracturing Proppants	14/495,301	9/24/14

SCHEDULE A

TO

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PATENT
REEL: 039767 FRAME: 0241

SCHEDULE B

Trade Secrets:

All working knowledge and Know-How concerning and related to the design, implementation and operation of Grit Energy Solutions, LLC's products and methods.

SCHEDULE B

TO

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT