

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4091914

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SANDBOX LOGISTICS, LLC	09/21/2016
OREN TECHNOLOGIES, LLC	09/21/2016

RECEIVING PARTY DATA

Name:	BNP PARIBAS
Street Address:	787 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 52

Property Type	Number
Patent Number:	8827118
Patent Number:	8505780
Patent Number:	9296518
Patent Number:	8622251
Patent Number:	9248772
Patent Number:	9162603
Patent Number:	9358916
Patent Number:	8585341
Patent Number:	8668430
Patent Number:	9394102
Patent Number:	9340353
Patent Number:	D703582
Patent Number:	RE45788
Patent Number:	RE45914
Patent Number:	RE45713
Patent Number:	D694670
Patent Number:	D688597
Patent Number:	D688350
Patent Number:	D688351

PATENT

Property Type	Number
Application Number:	14831905
Application Number:	14175340
Application Number:	14841942
Application Number:	13555635
Application Number:	13628702
Application Number:	13660855
Application Number:	14882973
Application Number:	14996362
Application Number:	14834520
Application Number:	14485686
Application Number:	14485687
Application Number:	14831924
Application Number:	14948494
Application Number:	14923920
Application Number:	14943111
Application Number:	13768962
Application Number:	14310786
Application Number:	14927614
Application Number:	14943182
Application Number:	14986826
Application Number:	14848447
Application Number:	14738485
Application Number:	29537567
Application Number:	14922836
Application Number:	29523148
Application Number:	29523150
Application Number:	13625675
Application Number:	29537566
Application Number:	29537565
Application Number:	29500679
Application Number:	29518830
Application Number:	29500681
Application Number:	29518134

CORRESPONDENCE DATA

Fax Number: (302)636-5454

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: 202-408-3121 X62348

Email: jean.paterson@cscglobal.com
Correspondent Name: CORPORATION SERVICE COMPANY
Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430
Address Line 4: WASHINGTON, D.C. 20005

NAME OF SUBMITTER: JEAN PATERSON

SIGNATURE: /jep/

DATE SIGNED: 10/11/2016

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 21, 2016, is among Sandbox Logistics, LLC, a Texas limited liability company, and Oren Technologies, LLC, a Texas limited liability company (each of the foregoing, a “**Grantor**”, and collectively, the “**Grantors**”), and BNP Paribas, as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) The Grantors, U.S. Silica Company, a Delaware corporation, as the Borrower, USS Holdings, Inc., a Delaware corporation, the Subsidiary Guarantors from time to time party thereto, the financial institutions listed on the signature pages thereof (each individually referred to as a “**Lender**” and collectively as “**Lenders**”) and BNP Paribas, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”) are parties to that certain Second Amended and Restated Credit Agreement, dated as of June 8, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified, including by that certain Amendment No. 1 to Credit Agreement, dated as of January 27, 2012, that certain Amendment No. 2 to Credit Agreement, dated as of March 30, 2012, and that certain Amendment No. 3 to Credit Agreement, dated as of July 23, 2013, the “**Credit Agreement**”).
- (B) The Grantors are party to a Pledge and Security Agreement, dated as of November 25, 2008 (as amended by Amendment No. 1 to Pledge and Security Agreement dated as of July 23, 2013 and as it may from time to time be further amended, modified or supplemented, the “**Pledge and Security Agreement**”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following included in the Collateral:

(a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,

(b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and

(c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 Separate and Distinct Grants of Security

Notwithstanding anything to the contrary contained in this Agreement, each Grantor and the Collateral Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interest granted pursuant to this Agreement to the Collateral Agent for the benefit of the Secured Parties and securing the Secured Obligations, will be a "first" priority security interest in the Collateral, junior to no other security interest.

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Intellectual Property if the grant of such Security Interest would constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein or would result in a breach of terms of, or constitute a default or violation of an agreement related to the Intellectual Property.

SECTION 5 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 6 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

SANDBOX LOGISTICS, LLC, as Grantor

By 

Name: Christine C. Marshall

Title: Senior Vice President, Chief Legal Officer and Secretary

Notice Address:

3200 Southwest Freeway
Suite 1310, Houston, Texas 77027

OREN TECHNOLOGIES, LLC, as Grantor

By 

Name: Christine C. Marshall

Title: Senior Vice President, Chief Legal Officer and Secretary

Notice Address:

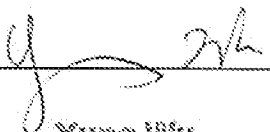
3200 Southwest Freeway
Suite 1310, Houston, Texas 77027

[Signature Page to IP Security Agreement (Sandbox)]

ACCEPTED AND AGREED:

BNP Paribas, as Collateral Agent

By: 
Name: _____
Title: **Charles Romano**
Director

By: 
Name: _____
Title: **Yung Wu**
Vice President

[Signature Page to IP Security Agreement (Sandbox)]

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

Copyright Reg. No. Date

None.

(B) COPYRIGHT APPLICATIONS

None.

(C) COPYRIGHT LICENSES

Name of Agreement, Parties, Date of Agreement

None.

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS

(A) REGISTERED PATENTS

Patent Reg. No. Date

Title	Application No./ Filing Date	Publication No.	Patent No./ Issue Date	Current Owner of Record
Proppant storage vessel and assembly thereof	13/332,937 12/21/2011	20130161211	8827118 9/9/2014	Oren Technologies, LLC
Proppant storage vessel and assembly thereof	13/660,840 10/25/2012	20130161354	8505780 8/13/2013	Oren Technologies, LLC
Proppant storage vessel and assembly thereof	13/949,693 7/24/2013	20140246341	9296518 3/29/2016	Oren Technologies, LLC
System of delivering and storing proppant for use at a well site and container for such proppant	13/427,140 3/22/2012	20130164112	8622251 1/7/2014	Oren Technologies, LLC
Method of delivering, transporting, and storing proppant for delivery and use at a well site	14/310,648 6/20/2014	20140299225	9248772 2/2/2016	Oren Technologies, LLC
Methods of storing and moving proppant at location adjacent rail line	14/314,468 6/25/2014	20140308109	9162603 10/20/2015	Oren Technologies, LLC
Methods of storing and moving proppant at location adjacent rail line	14/851,005 9/11/2015	20160001989	9358916 6/7/2016	Oren Technologies, LLC
Proppant discharge system and a container for use in such a proppant discharge system	13/660,866 10/25/2012	—	8585341 11/19/2013	Oren Technologies, LLC
Proppant discharge system and a container for use in such a proppant discharge system	13/660,870 10/25/2012	20140020892	8668430 3/11/2014	Oren Technologies, LLC
Proppant discharge system and a container for use in such a proppant discharge system	14/831,941 8/21/2015	20150360855	9394102 7/19/2016	Oren Technologies, LLC
Methods and systems to transfer proppant for fracking with reduced risk of production and release of silica dust at a well site	14/676,039 4/1/2015	20160083177	9340353 5/17/2016	Oren Technologies, LLC
Train car for proppant containers	29/455,204 5/17/2013	—	D703582 4/29/2014	Oren Technologies, LLC
Proppant vessel	29/500,678 8/27/2014	—	RE45788 11/3/2015	Oren Technologies, LLC
Proppant vessel	29/518,163 2/20/2015	—	RE45914 3/8/2016	Oren Technologies, LLC
Proppant vessel base	29/500,685 8/27/2014	—	RE45713 10/6/2015	Oren Technologies, LLC
Trailer for proppant containers	29/455,210 5/17/2013	—	D694670 12/3/2013	Oren Technologies, LLC

Title	Application No./ Filing Date	Publication No.	Patent No./ Issue Date	Current Owner of Record
Trailer for proppant containers	29/451,676 4/5/2013	—	D688597 8/27/2013	Oren Technologies, LLC
Proppant vessel	29/436,169 11/2/2012	—	D688350 8/20/2013	Oren Technologies, LLC
Proppant vessel	29/436,170 11/2/2012	—	D688351 8/20/2013	Oren Technologies, LLC

(B) PATENT APPLICATIONS

Title	Application No./ Filing Date	Publication No.	Patent No./ Issue Date	Current Owner of Record
Proppant storage vessel and assembly thereof	14/831,905 8/21/2015	20150368038	—	Oren Technologies, LLC
Trailer-mounted proppant delivery system	14/175,340 2/7/2014	20150224905	—	Oren Technologies, LLC
Method of delivering, transporting, and storing proppant for delivery and use at a well site	14/841,942 9/1/2015	20150368037	—	Oren Technologies, LLC
Proppant discharge system having a container and the process for providing proppant to a well site	13/555,635 7/23/2012	20140020765	—	Oren Technologies, LLC
Proppant discharge system and a container for use in such a proppant discharge system	13/628,702 9/27/2012	20150183578 20140023463	—	Oren Technologies, LLC
Proppant discharge system and a container for use in such a proppant discharge system	13/660,855 10/25/2012	20150183579 20140023464	—	Oren Technologies, LLC
Proppant discharge and storage system	14/882,973 10/14/2015	20160031658	—	Oren Technologies, LLC
Proppant discharge system and a container for use in such a proppant discharge system	14/996,362 1/15/2016	20160130095	—	Oren Technologies, LLC
Proppant discharge system and a container for use in such a proppant discharge system	14/834,520 8/25/2015	—	—	Oren Technologies, LLC
Proppant discharge system and a container for use in such a proppant discharge system	14/485,686 9/13/2014	20150003943	—	Oren Technologies, LLC
Proppant discharge system and a container for use in such a proppant discharge system	14/485,687 9/13/2014	20150003955	—	Oren Technologies, LLC
Proppant discharge system and a container for use in such a proppant discharge system	14/831,924 8/21/2015	20150360857	—	Oren Technologies, LLC
Proppant discharge system and a container for use in such a proppant discharge system	14/948,494 11/23/2015	20160075507	—	Oren Technologies, LLC
Proppant discharge system and a container for use in such a proppant discharge system	14/923,920 10/27/2015	20160046454	—	Oren Technologies, LLC

Title	Application No./ Filing Date	Publication No.	Patent No./ Issue Date	Current Owner of Record
Proppant discharge system and a container for use in such a proppant discharge system	14/943,111 11/17/2015	20160068337	—	Oren Technologies, LLC
Support apparatus for moving proppant from a container in a proppant discharge system	13/768,962 2/15/2013	20140023465	—	Oren Technologies, LLC
Method of delivering, storing, unloading, and using proppant at a well site	14/310,786 6/20/2014	20140299226	—	Oren Technologies, LLC
Methods and systems to transfer proppant for fracking with reduced risk of production and release of silica dust at a well site	14/927,614 10/30/2015	20160046438	—	Oren Technologies, LLC
Methods and systems to transfer proppant for fracking with reduced risk of production and release of silica dust at a well site	14/943,182 11/17/2015	20160068342	—	Oren Technologies, LLC
Cradle for proppant container having tapered box guides	14/848,447 9/9/2015	20150375930	—	Oren Technologies, LLC
Cradle for proppant container having tapered box guides	14/986,826 1/4/2016	20160114969	—	Oren Technologies, LLC
Apparatus for the transport and storage of proppant	14/738,485 6/12/2015	20150284194	—	Oren Technologies, LLC
Train car for proppant containers	29/537,567 8/27/2015	—	—	Oren Technologies, LLC
Proppant storage and transfer system and method	14/922,836 10/26/2015	20160039433	—	Oren Technologies, LLC
Proppant vessel base	29/523,148 4/7/2015	—	—	Oren Technologies, LLC
Proppant vessel base	29/523,150 4/7/2015	—	—	Oren Technologies, LLC
Systems and methods for bulk material storage and/or transport	13/625,675 9/24/2012	20140083554	—	SandBox Logistics LLC
Trailer for proppant containers	29/537,566 8/27/2015	—	—	Oren Technologies, LLC
Trailer for proppant containers	29/537,565 8/27/2015	—	—	Oren Technologies, LLC
Proppant vessel	29/500,679 8/27/2014	—	—	Oren Technologies, LLC
Proppant vessel	29/518,830 2/27/2015	—	—	Oren Technologies, LLC
Proppant vessel	29/500,681 8/27/2014	—	—	Oren Technologies, LLC
Proppant vessel	29/518,134 2/20/2015	—	—	Oren Technologies, LLC

(C) PATENT LICENSES

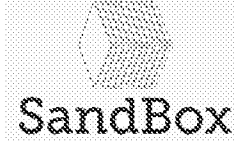
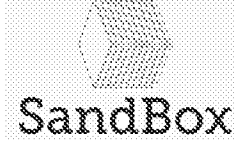
Name of Agreement, Parties, Date of Agreement

License Agreement from Oren Technologies, Inc. to SandBox Enterprises, LLC, recorded at Reel/Frame 031394/0520 on 10/3/13.

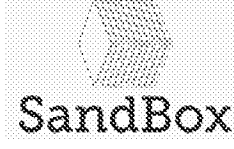
SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK REGISTRATIONS


(A) REGISTERED TRADEMARKS

Trademark Reg. No. Date

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
SANDBOX	86379087 8/27/2014	4947036 4/26/2016	Registered	SandBox Logistics, LLC (Texas)
SANDBOX	85577165 3/22/2012	4760566 6/23/2015	Registered	SandBox Logistics, LLC (Texas)
SANDBOX & Design 	86666621 6/18/2015	4851442 11/10/2015	Registered	SandBox Logistics, LLC (Texas)
SANDBOX & Design 	86651667 6/4/2015	4851418 11/10/2015	Registered	SandBox Logistics, LLC (Texas)

(B) TRADEMARK APPLICATIONS

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
SANDBOX	86979237 5/13/2014	—	Pending	SandBox Logistics, LLC (Texas)
SANDBOX & Design 	86651676 6/4/2015	—	Pending	SandBox Logistics, LLC (Texas)

<p>SANDBOX LOGISTICS EFFICIENCY. CUBED. & Design</p> 	<p>86732143 8/20/2015</p>	<p>—</p>	<p>Pending</p>	<p>SandBox Logistics, LLC (Texas)</p>
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(C) TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

None.