

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6345956

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
HI-CRUSH CANADA, INC.,	10/09/2020

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
<b>Street Address:</b>	10 S. DEARBORN STREET
<b>Internal Address:</b>	FLOOR L2, IL1-1145
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603

**PROPERTY NUMBERS Total: 14**

Property Type	Number
Patent Number:	10584003
Patent Number:	10577198
Patent Number:	10414319
Patent Number:	10370205
Patent Number:	9975712
Patent Number:	9580238
Patent Number:	8931996
Patent Number:	8651792
Patent Number:	D866908
Patent Number:	D860575
Patent Number:	D824131
Patent Number:	D819920
Application Number:	16227020
Application Number:	16275427

**CORRESPONDENCE DATA**

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**ATTORNEY DOCKET NUMBER:** 509600/0348

**NAME OF SUBMITTER:** J. JASON MULL

**SIGNATURE:** /J. Jason Mull/

**DATE SIGNED:** 10/12/2020

**Total Attachments: 5**

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of the date of the Security Agreement (as defined below), is made by HI-CRUSH CANADA, INC., a Delaware corporation (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined in the Credit Agreement referred to below).

WHEREAS, Hi-Crush Inc., the Lenders, the Issuing Lenders, and JPMorgan Chase Bank, N.A. entered into that certain Credit Agreement, dated as of October 9, 2020, (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, in connection with the Credit Agreement, the Grantor is party to the Pledge and Security Agreement, dated as of October 9, 2020, in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders and Issuing Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patents. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title or interest in or to any and all of the Patent Collateral, including those listed on Schedule I hereto, and all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to the Patent Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (the “Security Interest”).

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement will control.

SECTION 4. Counterparts. This Patent Security Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery by telecopier, “.pdf”, “.tif” or other electronic imaging means of an executed counterpart of a signature page to this Patent Security Agreement will be effective as delivery of a manually executed counterpart of this Patent Security Agreement. This Patent Security Agreement will

become effective as of the date signed by the Grantor, and thereafter will be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, “.pdf”, “.tif” or other electronic imaging means.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Patent Security Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of New York, without reference to its conflicts of laws provisions.

*[Signature Page Follows]*

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

HI-CRUSH CANADA, INC.,  
as Grantor

By: Robert E. Rasmus  
Name: Robert E. Rasmus  
Title: Chief Executive Officer

*Signature Page to Patent Security Agreement*

**PATENT**  
**REEL: 054031 FRAME: 0211**

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By: SBalette  
Name: Stephanie Balette  
Title: Authorized Officer

**SCHEDULE I****PATENTS AND PATENT APPLICATIONS***Issued Patents*

<b>Owner</b>	<b>Patent No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
Hi-Crush Canada, Inc.	10,584,003	April 13, 2017	March 10, 2020
Hi-Crush Canada, Inc.	10,577,198	November 3, 2017	March 3, 2020
Hi-Crush Canada, Inc.	10,414,319	May 19, 2016	September 17, 2019
Hi-Crush Canada, Inc.	10,370,205	March 9, 2018	August 6, 2019
Hi-Crush Canada, Inc.	9,975,712	April 15, 2016	May 22, 2018
Hi-Crush Canada, Inc.	9,580,238	November 4, 2014	February 28, 2017
Hi-Crush Canada, Inc.	8,931,996	October 1, 2012	January 13, 2015
Hi-Crush Canada, Inc.	8,651,792	February 15, 2011	February 18, 2014
Hi-Crush Canada, Inc.	D866908	November 3, 2017	November 12, 2019
Hi-Crush Canada, Inc.	D860575	February 26, 2018	September 17, 2019
Hi-Crush Canada, Inc.	D824131	October 14, 2016	July 24, 2018
Hi-Crush Canada, Inc.	D819920	April 15, 2016	June 5, 2018

*Pending Patent Applications*

<b>Owner</b>	<b>Application No.</b>	<b>Filing Date</b>
Hi-Crush Canada, Inc.	16/227,020	December 20, 2018
Hi-Crush Canada, Inc.	16/275,427	February 14, 2019

*Schedule I to Patent Security Agreement*

509600-0348-36805987

**RECORDED: 10/12/2020****PATENT  
REEL: 054031 FRAME: 0213**