

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7212257

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SELECT ENERGY SERVICES, LLC	11/01/2017
ROCKWATER ENERGY SOLUTIONS, LLC (FORMERLY SELECT ENERGY SOLUTIONS (RW), LLC)	11/01/2017
BENCHMARK PERFORMANCE GROUP, LLC	11/01/2017
BENCHMARK RESEARCH & TECHNOLOGY, LLC	11/01/2017
NEOHYDRO LLC	11/01/2017
CRESCENT SERVICES, L.L.C.	11/01/2017
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	1100 ABERNATHY ROAD, SUITE 1600
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	10711584
Patent Number:	11136494
CORRESPONDENCE DATA	
Fax Number:	(312)863-7867
<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:	3128637267
Email:	jaclyn.di.grande@goldbergkohn.com
Correspondent Name:	JACLYN DI GRANDE - PARALEGAL
Address Line 1:	GOLDBERG KOHN LTD.
Address Line 2:	55 E MONROE ST., STE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	1989.545
NAME OF SUBMITTER:	JACLYN DI GRANDE

SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	03/08/2022
Total Attachments: 8 source=Select Energy - Patent_Security_Agreement#page1.tif source=Select Energy - Patent_Security_Agreement#page2.tif source=Select Energy - Patent_Security_Agreement#page3.tif source=Select Energy - Patent_Security_Agreement#page4.tif source=Select Energy - Patent_Security_Agreement#page5.tif source=Select Energy - Patent_Security_Agreement#page6.tif source=Select Energy - Patent_Security_Agreement#page7.tif source=Select Energy - Patent_Security_Agreement#page8.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 1st day of November, 2017, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each of the Lender Parties and the Banking Services Providers (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 1, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Select Energy Services, LLC, a Delaware limited liability company ("Borrower"), SES Holdings, LLC, a Delaware limited liability company ("Parent"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Administrative Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender Parties and the Banking Services Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Credit Documents, and the Banking Services Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of November 1, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent or the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty 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 inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any

such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Credit Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SELECT ENERGY SERVICES, LLC
SELECT ENERGY SOLUTIONS (RW), LLC
BENCHMARK PERFORMANCE GROUP, LLC
BENCHMARK RESEARCH & TECHNOLOGY,
LLC
NEOHYDRO LLC
CRESCENT SERVICES, L.L.C.

By: 

Name: Gary M. Gillette

Title: Senior Vice President and Chief Financial
Officer

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: _____

Name: _____

Its Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SELECT ENERGY SERVICES, LLC
SELECT ENERGY SOLUTIONS (RW), LLC
BENCHMARK PERFORMANCE GROUP, LLC
BENCHMARK RESEARCH & TECHNOLOGY,
LLC
NEOHYDRO LLC
CRESCENT SERVICES, L.L.C.

By: _____

Name: Gary M. Gillette

Title: Senior Vice President and Chief Financial
Officer

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: _____

Name: Sarah Raybon

Its Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS

Grantor	Country	Title	Application / Patent No.	Filing Date
Benchmark Research & Technology, LLC	US	Cementing Compositions, A Method of Making Therefor, and A Method for Cementing Wells	6,171,386	January 9, 2001
Benchmark Research & Technology, LLC	US	Suspended Delayed Borate Cross-Linker	6,251,838	June 26, 2001
Benchmark Research & Technology, LLC	US	Suspended Delayed Borate Cross-Linker	6,225,264	May 1, 2001
Benchmark Research & Technology, LLC	US	Suspension of Borates in Non-Aqueous Solvents and Use Thereof	7,084,096	August 1, 2006
Benchmark Research & Technology, LLC	US	Slurry Monitoring System and Method	7,671,753	March 2, 2010
Benchmark Performance Group, LLC	US	Non-flammable, non-aqueous group IVB metal alkoxide crosslinkers and fracturing fluid compositions incorporating same	7,879,771	February 1, 2011
Neohydro LLC	US	Water Purification Systems and Methods	13/505,021	Pending
Neohydro LLC	US	Direct Contact Cell	13/688,275	Pending
Select Energy Solutions (RW), LLC	US	Device and Method for Evaporating Water From An Above-Ground-Storage Tank	62/301,715	Pending; converted to non-provisional
Select Energy Solutions (RW), LLC	US	Polymer With Internal Crosslinking and Breaking Mechanisms	62/344,934	Pending; converted to non-provisional

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application / Patent No.</u>	<u>Filing Date</u>
Select Energy Solutions (RW), LLC	US	Method and Apparatus for Metering in Liquid Distribution System	14/620,754	Pending
Select Energy Solutions (RW), LLC	US	Method and Apparatus for Metering in Liquid Distribution System	14/823,688	Pending
Crescent Services, L.L.C.	US	Tank Filling, Monitoring and Control System	14/720440	Pending
Select Energy Services, LLC	US	Automated System for Monitoring and Controlling Water Transfer During Hydraulic Fracturing	14/556096	November 28, 2014
Select Energy Services, LLC	US	Automated System for Monitoring and Controlling Water Transfer During Hydraulic Fracturing	14/61/910037	November 28, 2013
Select Energy Services, LLC	PCT	Automated System for Monitoring and Controlling Water Transfer During Hydraulic Fracturing	PCT/US14/67830	November 28, 2014

SCHEDULE I
(continued)

PATENT	PATENT NUMBER	REGIS. DATE	OWNER INFORMATION
Automated system for monitoring and controlling water transfer during hydraulic fracturing	10711584	7/14/20	Select Energy Services, LLC
Polymer with internal crosslinking and breaking mechanisms	11136494	10/5/21	Rockwater Energy Solutions, LLC