

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TERRA OILFIELD SOLUTIONS, LLC		10/14/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	CADENCE BANK, N.A.		
Street Address:	2800 Post Oak Boulevard		
Internal Address:	Suite 3800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85866525	ENVIRONMENTAL DRILLING SOLUTIONS	
Serial Number:	85866541		
Serial Number:	85886048		
Serial Number:	85892903	ENVIRONMENTAL DRILLING SOLUTIONS WASTE R	
CORRESPONDENCE DATA			
Fax Number:			
<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:	713-892-4834		
Email:	jbennett@nathansommers.com		
Correspondent Name:	Jessica Bennett		
Address Line 1:	2800 Post Oak Boulevard		
Address Line 2:	61st Floor		
Address Line 4:	Houston, TEXAS 77056		
NAME OF SUBMITTER:	Jessica Bennett		
SIGNATURE:	/jessicabennett/		
DATE SIGNED:	11/03/2014		
Total Attachments: 17			

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INTELLECTUAL PROPERTY
AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT (this "Agreement"), is made as of October 14, 2014, by TERRA OILFIELD SOLUTIONS, LLC, a Delaware limited liability company ("Debtor"), in favor of CADENCE BANK, N.A., a national banking association, together with its successors and assigns, as Agent for the Lenders described below (the "Secured Party").

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as it may be amended, modified or restated from time to time, the "Credit Agreement") among the Debtor, the financial institutions described therein, as lenders (the "Lenders"), and Secured Party, as agent for the Lenders, the Lenders have agreed to extend credit facilities to Debtor. Capitalized terms used herein without definition shall have the meanings given such term in the Credit Agreement.

WHEREAS, Lenders require, as a condition to the Credit Agreement, that Debtor execute and deliver this Agreement to Secured Party as security for the obligations of Debtor under the Credit Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

Definitions

Section 1.1 Defined Terms. Unless otherwise defined herein, terms which are defined in the Credit Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

"Collateral" has the meaning assigned to it in Section 2.1 of this Agreement.

"Copyrights" means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, in any country of the world.

"Copyright License" means any agreement (other than for the use of commercially available software) material to the operation of Debtor's business, whether written or oral, providing for the grant by or to Debtor of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a

copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work.

"Intellectual Property" means all Patent Applications, Patents, Trademark Applications, Trademarks, Copyrights, Trade Secrets, Inventions, Know-how and other proprietary property or technology currently used in Debtor's business.

"Invention" means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, whether or not the subject of Patent(s) or Patent Application(s).

"Know-how" means any knowledge or information that enables the operation of a business with the accuracy, efficiency or precision necessary for commercial success.

"Licenses" means all Copyright Licenses, Patent Licenses, Trademark Licenses and agreements relating to the Intellectual Property and material to the operation of Debtor's businesses.

"Other Proprietary Property" means all Trade Secrets, Know-how and similar proprietary rights currently used in Debtor's business.

"Patents" means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof.

"Patent Application" means any and all documentation which is filed with the Patent and Trademark Office or any other applicable regulatory or governmental authority in connection with any application for any Patent.

"Patent License" means any agreement material to the operation of Debtor's business, whether written or oral, providing for the grant by or to Debtor of any right to manufacture, use or sell any Invention covered by a Patent.

"Proceeds" means "proceeds," as such term is defined in the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Debtor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Debtor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority), (c) all judgments in favor of Debtor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

"Trade Secret" means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country.

"Trademark Application" means any and all documentation which is filed with the Patent and Trademark Office or any other applicable regulatory or governmental authority in connection with any application for any Trademark.

"Trademark License" means any agreement, material to the businesses of Debtor, written or oral, providing for the grant by or to Debtor of any right to use any Trademark.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of Texas.

ARTICLE II

Security Interest; Obligations Secured

Section 2.1 Grant of Security Interest. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the Intellectual Property and Licenses now owned or at any time hereafter acquired by Debtor or in which Debtor now has or at any time in the future may acquire any right, title, interest or license to, including all Proceeds and products of any and all of the foregoing, including without limitation, the federally registered Patents, federally registered Trademarks, Patent Applications and Trademark Applications listed on Schedule A hereto, wherever arising or located (such property being hereinafter sometimes called the "Collateral").

Section 2.2 Obligations. The Collateral shall secure the Obligations.

ARTICLE III

Representations and Warranties

To induce Secured Party to enter into this Agreement and the Credit Agreement, Debtor represents and warrants to Secured Party that:

Section 3.1 Schedule A to this Agreement lists all federally registered Intellectual Property and application for the foregoing owned by Debtor in its own name or as to which Debtor has any claim of ownership as of the date hereof.

Section 3.2 Debtor is the owner of the entire right, title and interest in and to or has the right to use pursuant to a valid license or other agreement all Intellectual Property and Other Proprietary Property.

Section 3.3 Debtor's rights in and to the federally registered Intellectual Property owned by Debtor are subsisting, unexpired, have not been abandoned and are valid.

Section 3.4 All Licenses, material franchise agreements and other material agreements conveying rights in and to the Intellectual Property and Other Proprietary Property to which Debtor is a party are identified on Schedule A to this Agreement and are in full force and effect. Debtor is not in material default under any such agreement, and, to the best knowledge of Debtor, no event has occurred which might constitute a material default by Debtor under any such agreement.

Section 3.5 Except for the security interest granted herein or as otherwise permitted by Section 8.2 of the Credit Agreement, all of the Intellectual Property owned by Debtor is free and clear of any and all liens, security interests, options, pledges and/or encumbrances.

Section 3.6 All prior transfers and assignments of the interests of any and all predecessors in the material Intellectual Property of Debtor were duly and validly authorized, executed, delivered, recorded and filed as required to vest Debtor with complete, unrestricted ownership rights therein.

Section 3.7 Debtor has not assigned, transferred or conveyed ownership of any of its Intellectual Property, recorded or unrecorded.

Section 3.8 No proceedings have been instituted or are pending or, to Debtor's knowledge, threatened that challenge Debtor's rights to use any Intellectual Property or Other Proprietary Property, or to register or maintain the registration of the Intellectual Property. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any of the Intellectual Property. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any Intellectual Property or Debtor's ownership thereof or (ii) which, if adversely determined, would reasonably be likely to have a Material Adverse Effect on the value of any of the Intellectual Property.

Section 3.9 The current conduct of Debtor's business does not infringe or misappropriate any intellectual property right of any third party in any way which could reasonably be expected to have a Material Adverse Effect. Further, Debtor is not aware of any claim by any third party that such conduct infringes or misappropriates any valid intellectual property of any third party in any way which could reasonably be expected to have a Material Adverse Effect. To the best of Debtor's knowledge, Debtor is not making and has not made use of any confidential information of any third party received pursuant

to an agreement or pursuant to improper means except pursuant to express agreement of such third party.

Section 3.10 Debtor is unaware of any infringement by any other party upon its Intellectual Property rights. Debtor has heretofore exerted, continues and affirmatively covenants that it will hereafter continue to exert commercially reasonable efforts to prevent any theft of Debtor's Other Proprietary Property at Debtor's sole cost.

ARTICLE IV

Covenants

Debtor covenants and agrees with Secured Party that until the Obligations are paid and performed in full:

Section 4.1 From time to time, upon the written request of Secured Party, and at the sole expense of Debtor, Debtor will promptly and duly execute and deliver such further instruments and documents and take such further action as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the liens created hereby. Debtor also hereby authorizes Secured Party to (a) file any such financing or continuation statement without the signature of Debtor to the extent permitted by applicable law, and (b) file this Agreement with the United States Patent and Trademark Office or United States Copyright Office. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

Section 4.2 Debtor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any lien or claim on or to the Collateral, other than the liens created hereby, and other than as permitted by Section 8.2 of the Credit Agreement, and will take all commercially reasonable actions to defend the right, title and interest of Secured Party in and to any of the Collateral against the claims and demands of all persons whomsoever.

Section 4.3 Debtor will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to so do.

Section 4.4 Debtor will advise Secured Party promptly, in reasonable detail, (a) of any lien (other than liens created hereby and liens permitted by Section 8.2 of the Credit Agreement) on, or claim asserted against, Collateral and (b) of the occurrence of any other event which could reasonably be expected to have a Material Adverse Effect on the aggregate value of the Collateral or on the liens created hereunder.

Section 4.5

(a) Debtor (either itself or through licensees) will, except with respect to any Trademark that Debtor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determines not to so do, (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within sixty (60) days after such use or adoption Secured Party, for its benefit, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) knowingly do any act or omit to do any act whereby any Trademark may become invalidated.

(b) Debtor will not, except with respect to any Patent that Debtor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determine so to do, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated. Without the prior written consent of Secured Party, Debtor shall not abandon any right to file a patent application, or abandon any pending patent application or patent if such abandonment would have a Material Adverse Effect on the business of Debtor.

(c) Debtor will promptly notify Secured Party if any application relating to any Patent, Trademark or Copyright may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark office or any court or tribunal in any country) regarding Debtor's ownership of any Patent, Trademark or Copyright, or its right to register the same or to keep and maintain the same.

(d) Whenever Debtor, either by itself or through any Secured Party, employee, licensee or designee, shall file a Patent Application, Trademark Application or for the registration of any Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, Debtor shall report such filing to Secured Party within ten (10) business days after such filing occurs. Upon request of Secured Party, Debtor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Secured Party may reasonably request to evidence Secured Party's security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of Debtor relating thereto or represented thereby, and Debtor hereby constitutes Secured Party its attorney-in-fact to execute and file all such writings for

the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(e) Debtor, except with respect to any Patent, Trademark or Copyright Debtor shall reasonably determine is of immaterial economic value to it or it otherwise reasonably determines not to so do, will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks and Copyrights, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, when appropriate. Any expenses incurred in connection with such activities shall be paid by Debtor.

(f) In the event any Patent, Trademark or Copyright included in the Collateral is infringed, Debtor shall promptly notify Secured Party after it learns thereof and shall, unless Debtor shall reasonably determine that such Patent, Trademark or Copyright is of immaterial economic value to Debtor which determination Debtor shall promptly report to Secured Party, take all commercially reasonable steps necessary to protect such Patent, Trademark or Copyright including but not limited to suing for infringement, misappropriation or dilution, or take such other actions as Debtor shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

(g) Debtor will furnish to Secured Party each year, on the anniversary date of the execution of this Agreement, statements, schedules and an inventory identifying and describing any new Intellectual Property acquired subsequent to the date of this agreement and not identified on Schedule A, all transfers, assignments, licenses or sub-licenses of the Collateral by Debtor, and such other information in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

ARTICLE V

Rights of Secured Party

Section 5.1 Power of Attorney:

(a) Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or Secured Party thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor

and in the name of Debtor or in its own name, from time to time after the occurrence, and during the continuation of, an Event of Default in Secured Party's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, Debtor hereby grants Secured Party the power and right, on behalf of Debtor without notice to or assent by Debtor, to do the following:

(i) in the name of Debtor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Secured Party or as Secured Party shall direct, (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (E) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral, (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate, (G) to assign any Trademark or Copyright (along with goodwill of the business to which such Trademark or Copyright pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine, and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Debtor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve or realize upon the Collateral

and the liens of Secured Party thereon and to effect the intent of this Agreement, all as fully and effectively as Debtor might do.

Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable when it becomes effective in accordance with the terms hereof.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable so long as the Obligations remain outstanding. Secured Party shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges, and options expressly or implicitly granted to Secured Party in this Agreement, and shall not be liable for any failure to do so or any delay in doing so. Secured Party shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or in its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct. This power of attorney is conferred on Secured Party to protect, preserve, and realize upon its security interest in the Collateral. Secured Party's sole duty with respect to the custody, safekeeping and preservation of the Collateral shall be to deal with it with reasonable care. Secured Party shall not be responsible for any decline in the value of the Collateral so long as such duty is satisfied and shall not be required to take any additional steps to preserve rights against prior parties or to protect, preserve, or maintain any security interest or lien given to secure the Collateral.

Section 5.2 Performance by Secured Party of Debtor's Obligations. If Debtor fails to perform or comply with any of its agreements contained herein and Secured Party, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the reasonable expenses of Secured Party incurred in connection with such performance or compliance, together with interest thereon at the Default Rate, shall be payable by Debtor to Secured Party on demand and shall constitute Obligations secured hereby.

Section 5.3 Financing Statements. Debtor expressly authorizes Secured Party to file financing statements showing Debtor as Debtor covering all or any portion of the Collateral in such filing locations as selected by Secured Party and authorizes, ratifies and confirms any financing statement filed prior to the date hereof by Secured Party in any jurisdiction showing Debtor as Debtor covering all or any portion of the Collateral.

ARTICLE VI

Default

Section 6.1 Events of Default. The term "Event of Default" shall mean an Event of Default as defined in the Credit Agreement.

Section 6.2 Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the following rights and remedies:

(a) Secured Party may declare the Obligations or any part thereof immediately due and payable as provided in the Credit Agreement.

(b) In addition to all other rights and remedies granted to Secured Party in this Agreement and in any other instrument or agreement securing, evidencing, or relating to the Obligations or any part thereof, Secured Party shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas as in effect from time to time.

(c) Secured Party may take possession of any or all of the Collateral.

(d) Secured Party may dispose of the Collateral at private or public sale. Any required notice of sale shall be deemed commercially reasonable if given at least ten (10) days prior to sale. Secured Party may adjourn any public or private sale to a different time or place without notice or publication of such adjournment, and may adjourn any sale either before or after offers are received. The Collateral may be sold in such lots as Secured Party may elect, in its sole discretion. Secured Party may take such action as it may deem necessary to repair, protect, or maintain the Collateral pending its disposition. Secured Party may apply the Collateral against the Obligations in such order and manner as Secured Party may elect in its sole discretion. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay the Obligations in full.

(e) On any sale of the Collateral, Secured Party is authorized to disclaim any warranty, express or implied. Debtor acknowledges and agrees that the foregoing actions by Secured Party may reduce the sales proceeds from any such sale of Collateral.

ARTICLE VII

Miscellaneous

Section 7.1 No Waiver; Cumulative Remedies. No failure on the part of Secured Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided for in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

Section 7.2 Expenses. Debtor will pay to Secured Party all reasonable fees and expenses (including all reasonable legal fees and expenses) incurred by Secured Party in connection with the enforcement of any of the provisions of this Agreement or the enforcement of any of the Obligations, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement of any of the Collateral or receipt of the proceeds thereof, and for the care of the Collateral and defending or asserting the rights and claims of the Secured Party in respect thereof, by litigation or otherwise; and all such fees and expenses shall be Obligations within the terms of this Agreement.

Section 7.3 Amendment. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the parties hereto.

Section 7.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, successors, and assigns, except that Debtor may not assign any of its rights or obligations under this Agreement without the prior written consent of Secured Party.

Section 7.5 Notices. All notices and other communications provided for in this Agreement shall be given as provided in the Credit Agreement.

Section 7.6 Applicable Law; Venue; Service of Process. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America. This Agreement has been entered into in Harris County, Texas, and it shall be performable for all purposes in Harris County, Texas. Any action or proceeding against Debtor under or in connection with this Agreement or any other Loan Document may be brought in any state or federal court in Harris County, Texas, and Debtor hereby irrevocably submits to the nonexclusive jurisdiction of such courts and waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court in an inconvenient forum. Nothing in this Agreement or any other Loan Document shall affect the right of Secured Party to serve process in any other manner permitted by law or shall limit the right of Secured Party to bring any action or proceeding against Debtor or with respect to any of the Collateral in any state or federal court in any other jurisdiction. Any action or proceeding by Debtor against Secured Party shall be brought only in a court located in Harris County, Texas.

Section 7.7 Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

Section 7.8 Survival of Representations and Warranties. All representations and warranties made in this Agreement or in any certificate delivered pursuant hereto shall survive the execution and delivery of this Agreement, and no investigation by Secured

Party shall affect the representations and warranties or the right of Secured Party to rely upon them.

Section 7.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 7.10 Waiver of Bond. In the event Secured Party seeks to take possession of any or all of the Collateral by judicial process, Debtor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

Section 7.11 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 7.12 Obligations Absolute. The obligations of Debtor under this Agreement shall be absolute and unconditional and, except upon payment and performance of the Obligations in full, shall not be released, discharged, reduced, or in any way impaired by any circumstance whatsoever, including, without limitation, any amendment, modification, extension, or renewal of this Agreement, the Obligations, or any document or instrument evidencing, securing, or otherwise relating to the Obligations, or any release or subordination of collateral, or any waiver, consent, extension, indulgence, compromise, settlement, or other action or inaction in respect of this Agreement, the Obligations, or any document or instrument evidencing, securing, or otherwise relating to the Obligations, or any exercise or failure to exercise any right, remedy, power, or privilege in respect of the Obligations. Secured Party shall not have any liability or responsibility for the performance of any obligation of Debtor under this Agreement.

Section 7.13 NO ORAL AGREEMENTS. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

[[Remainder of Page Intentionally Left Blank.]]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

DEBTOR:

TERRA OILFIELD SOLUTIONS, LLC

By: 

James Y. Barbo
Chief Financial Officer

SECURED PARTY:

CADENCE BANK, N.A., as agent

By: _____

Phillip Bannon
Assistant Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.


DEBTOR:

TERRA OILFIELD SOLUTIONS, LLC

By: _____
James Y'Barbo
Chief Financial Officer

SECURED PARTY:

CADENCE BANK, N.A., as agent

By:  _____
Phillip Barmon
Assistant Vice President

STATE OF _____ §

COUNTY OF _____ §

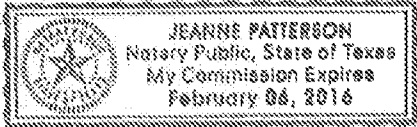
This instrument was acknowledged before me on the _____ day of October, 2014, by James Y'Barbo, Chief Financial Officer of TERRA OILFIELD SOLUTIONS, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public in and for
The State of _____

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of October, 2014, by Phillip Bannon, Assistant Vice President of CADENCE BANK, N.A., a national banking association, on behalf of said national banking association.



Jeanne Patterson
Notary Public in and for
The State of T E X A S

Schedule A

TRADEMARKS

Serial No.	Filing Date	Registration No.	Registration Date	Mark
85866525	03/04/2013			Environmental Drilling Solutions
85866541	03/04/2013	4535778	05/27/2014	
85886048	03/25/2013	4535867	05/27/2014	
85892903	04/02/2013			Environmental Drilling Solutions Waste Reduction & Recycling

PATENTS

Application No.	Filing Date	Patent No.	Issue Date	Title
13104592	05/10/2011	8651201	02/18/2014	Drill Cuttings Box Combined Cuttings Feed Inlet and Air Outlet Apparatus
12606296	10/27/2009			Mobile Drill Cuttings Drying System
13505399	05/01/2012			Compact, Skid Mounted Cuttings and Fluids Processing and Handling System