

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400461

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Smart Chemical Services, LP		09/23/2016	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MB Financial Bank, N.A.		
<b>Street Address:</b>	6111 N. River Road, 3rd Floor		
<b>City:</b>	Rosemont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4222671	GYPSOL	
<b>Registration Number:</b>	4350911	SHALEGUARD	
<b>Registration Number:</b>	4226623	THINK "OUTSIDE THE PIPE"	
<b>Registration Number:</b>	4461270	WATER IS EVERYTHING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029068669		
<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>			
<b>Phone:</b>	202.906.8618		
<b>Email:</b>	ipmail@dykema.com		
<b>Correspondent Name:</b>	Eric T. Fingerhut		
<b>Address Line 1:</b>	1301 K Street, N.W., Suite 1100 West		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Eric T. Fingerhut		
<b>SIGNATURE:</b>	/eric t. fingerhut/		
<b>DATE SIGNED:</b>	09/30/2016		
<b>Total Attachments: 8</b>			
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## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, the undersigned (individually and collectively, "**Grantor**") owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case as set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement dated as of September 23, 2016 among Smart Chemical Services, LP, a Texas limited partnership ("**Smart Chemical**"), Panhandle Express Energy Services, LLC, a Texas limited liability company ("**Panhandle**"), Verde Water Solutions, LLC, a Texas limited liability company ("**Verde**"), Energy Precision Testing and Laboratory, LLC, a Texas limited liability company ("**EPTL**"), and LOCO Solutions, LLC, a Texas limited liability company ("**LOCO**", and together with Smart Chemical, Panhandle, Verde and EPTL, collectively, the "**Borrowers**" and each a "**Borrower**"), and the Grantee (as amended from time to time, the "**Credit Agreement**"), and those certain Guarantor Security Agreements dated as of September 23, 2016 by and between each of Integrated Advantage Group, LP, a Texas limited partnership ("**IAG**"), and IAG Realty, LLC, a Texas limited liability company ("**IAG Realty**", and together with IAG, collectively, the "**Guarantors**" and each a "**Guarantor**") and Grantee (as amended from time to time, the "**Security Agreements**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement and the Security Agreements. The rights and remedies of the Grantee with respect to the security interest granted herein are without

prejudice to, and are in addition to those set forth in the Credit Agreement and the Security Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement or the Security Agreements, the provisions of the Credit Agreement and the Security Agreements shall govern.

*[signature pages to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

**GRANTOR:**

**SMART CHEMICAL SERVICES, LP**, a Texas limited partnership

By: Smart Chemical Holding, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: C. Lloyd Brown  
Title: President

**PANHANDLE EXPRESS ENERGY SERVICES, LLC**, a Texas limited liability company

By: Integrated Advantage Group, LP  
Its: Member

By: IAG Holdings, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: C. Lloyd Brown  
Title: President

**VERDE WATER SOLUTIONS, LLC**, a Texas limited liability company

By: Smart Chemical Services, LP  
Its: Manager

By: Smart Chemical Holding, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: C. Lloyd Brown  
Title: President

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**GRANTOR:**

**SMART CHEMICAL SERVICES, LP**, a Texas limited partnership

By: Smart Chemical Holding, LLC  
Its: General Partner

By: C. Lloyd Brown  
Name: C. Lloyd Brown  
Title: President

**PANHANDLE EXPRESS ENERGY SERVICES, LLC**, a Texas limited liability company

By: Integrated Advantage Group, LP  
Its: Member

By: IAG Holdings, LLC  
Its: General Partner

By: C. Lloyd Brown  
Name: C. Lloyd Brown  
Title: President

**VERDE WATER SOLUTIONS, LLC**, a Texas limited liability company

By: Smart Chemical Services, LP  
Its: Manager

By: Smart Chemical Holding, LLC  
Its: General Partner

By: C. Lloyd Brown  
Name: C. Lloyd Brown  
Title: President

**ENERGY PRECISION TESTING AND  
LABORATORY, LLC**, a Texas limited liability  
company

By: Smart Chemical Holding, LLC  
Its: Manager

By: C. Lloyd Brown  
Name: C. Lloyd Brown  
Title: President

**LOCO SOLUTIONS, LLC**, a Texas limited  
liability company

By: C. Lloyd Brown  
Name: C. Lloyd Brown  
Title: Vice President

**INTEGRATED ADVANTAGE GROUP, LP**, a  
Texas limited partnership

By: IAG Holdings, LLC  
Its: General Partner

By: C. Lloyd Brown  
Name: C. Lloyd Brown  
Title: Manager

**IAG REALTY, LLC**, a Texas limited liability  
company

By: Smart Chemical Holding, LLC  
Its: Manager

By: C. Lloyd Brown  
Name: C. Lloyd Brown  
Title: President

**GRANTEE:**

**MB FINANCIAL BANK, N.A.**

By: \_\_\_\_\_  
Name: Raphael Shin  
Title: Senior Vice President

**ENERGY PRECISION TESTING AND  
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Its: Manager

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Texas limited partnership

By: IAG Holdings, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: C. Lloyd Brown  
Title: Manager

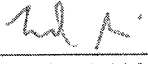
**IAG REALTY, LLC**, a Texas limited liability  
company

By: Smart Chemical Holding, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: C. Lloyd Brown  
Title: President

**GRANTEE:**

**MB FINANCIAL BANK, N.A.**

By:  \_\_\_\_\_  
Name: Raphael Shin  
Title: Senior Vice President



**Schedule A - Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Registration #/ (Application #)</b>	<b>Registration Date/ (Filing Date)</b>	<b>Owner</b>
U.S.	GYPSOL	4,222,671	10/9/2012	Smart Chemical Services, LP
U.S.	SHALEGUARD	4,350,911	06/11/2013	Smart Chemical Services, LP
U.S.	THINK "OUTSIDE THE PIPE"	4,226,623	10/16/2012	Smart Chemical Services, LP
U.S.	WATER IS EVERYTHING	4,461,270	01/07/2014	Smart Chemical Services, LP
U.S.	BARRELGUARD	(87/046,761)	(05/23/2016)	Integrated Advantage Group, LP
U.S.	ONE COMPANY, ONE SOURCE, ONE SOLUTION	(87/046,768)	(05/23/2016)	Integrated Advantage Group, LP

**Schedule B – Patents**

<b>Country</b>	<b>Patent Title</b>	<b>Patent #/ (Application #)</b>	<b>Owner</b>
U.S.	CONSTRAINING PYRITE ACTIVITY IN SHALE	9,309,453	Smart Chemical Services, LP
U.S.	CONSTRAINING PYRITE ACTIVITY IN SHALE	8,895,482	Smart Chemical Services, LP
U.S.	Systems and Methods for Cleaning Waste Water	62/061,028	Verde Water Solutions, LLC
U.S.	Methods and Chemical Compositions for Treating Commercially Processed Meat	62/079,377	Verde Water Solutions, LLC
U.S.	Waste Water Cleaning System with Self-Cleaning Microfilters	14/540,358	Verde Water Solutions, LLC
U.S.	Microfiltration Systems for Cleaning Waste Water	14/540,378	Verde Water Solutions, LLC
U.S.	Acidified Hydrogen Peroxide	61/365,035	Verde Water Solutions, LLC
U.S.	Acidified Hydrogen Peroxide as a Food Processing Aid	61/362,796	Verde Water Solutions, LLC
U.S.	Antimicrobial Compositions	13/179,507	Verde Water Solutions, LLC
U.S.	Method of Reducing Microbes on Food	13/897,681	Verde Water Solutions, LLC