

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HI-CRUSH INC.		10/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB		
Street Address:	500 DELAWARE AVENUE		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5503221	PROPSTREAM	
Registration Number:	5730141	PERMIAN PEARL	
Registration Number:	5539211	HI CRUSH	
Registration Number:	5745969	PROPSTREAM	
Registration Number:	4596546	HI CRUSH PERFORMANCE UNDER PRESSURE	
Registration Number:	4596543	HI CRUSH	
Serial Number:	88567874	NEXSTAGE	
Serial Number:	88567888	PROPDISPATCH	
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>			
Email:	aheffler@paulweiss.com, cmannino@paulweiss.com, snygren@paulweiss.com		
Correspondent Name:	ANDREW HEFFLER		
Address Line 1:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP		
Address Line 2:	1285 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	22965-001		
NAME OF SUBMITTER:	Andrew J. Heffler		

CH \$215.00 5503221

SIGNATURE:	/Andrew J. Heffler/
DATE SIGNED:	10/13/2020
Total Attachments: 5 source=14122982_5_Hi-Crush - Exit Indenture Trademark Security Agreement Executed (002) (002)#page1.tif source=14122982_5_Hi-Crush - Exit Indenture Trademark Security Agreement Executed (002) (002)#page2.tif source=14122982_5_Hi-Crush - Exit Indenture Trademark Security Agreement Executed (002) (002)#page3.tif source=14122982_5_Hi-Crush - Exit Indenture Trademark Security Agreement Executed (002) (002)#page4.tif source=14122982_5_Hi-Crush - Exit Indenture Trademark Security Agreement Executed (002) (002)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of the date signed by Grantor below (this “**Trademark Security Agreement**”), is made by HI-CRUSH INC., a Delaware corporation (the “**Grantor**”), in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB (“**WSFS**”), as Collateral Agent (as defined in the Indenture referred to below).

WHEREAS, the Grantor, the subsidiaries of the Grantor from time to time party thereto, and WSFS, as Trustee and Collateral Agent, have entered into that certain Indenture, dated as of October 9, 2020, (as amended, restated, extended, supplemented or otherwise modified from time to time, the “**Indenture**”); and

WHEREAS, in connection with the Indenture, 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 Trademark 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 Indenture, 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 Indenture.

SECTION 2. Grant of Security Interest in Trademarks. 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 Trademark 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 Trademark 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 Trademark 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 Owned Trademark 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement will control.

SECTION 4. Counterparts. This Trademark 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 Trademark Security Agreement will be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This

Trademark 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 Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Trademark 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HI-CRUSH INC.,
as Grantor

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

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007098 FRAME: 0531




Accepted and Agreed:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Collateral Agent

By: John McNichol
Name: John McNichol
Title: Trust Officer

SCHEDULE I

TRADEMARK APPLICATIONS AND REGISTRATIONS

Owner	Serial No.	Registration No.	Word Mark
Hi-Crush Inc.	87/776,941	5,503,221	 PropStream
Hi-Crush Inc.	87/814,438	5,730,141	PERMIAN PEARL
Hi-Crush Inc.	87/685,296	5,539,211	HI CRUSH
Hi-Crush Inc.	87221365	5745969	PROPSTREAM
Hi-Crush Inc.	86/170,837	4,596,546	 HI CRUSH Performance Under Pressure
Hi-Crush Inc.	86/170,823	4,596,543	 HI CRUSH
Hi-Crush Inc.	88/567,874	Pending ¹	NEXSTAGE
Hi-Crush Inc.	88/567,888	Pending ²	PROPDISPATCH

¹ This Trademark has been filed with the U.S. Patent and Trademark Office on an “intent-to-use” basis and constitutes Excluded Property until a statement of use or amendment to allege use is filed, at which point it will be deemed to be included in the Trademark Collateral.

² This Trademark has been filed with the U.S. Patent and Trademark Office on an “intent-to-use” basis and constitutes Excluded Property until a statement of use or amendment to allege use is filed, at which point it will be deemed to be included in the Trademark Collateral.