

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FTS International Proppants, LLC		04/11/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	FTS International Services, LLC		
Street Address:	777 Main Street		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85267331	TEXAS GOLD	
Registration Number:	3937648	PROPPANT SPECIALISTS	
Registration Number:	3906027	PROPPANT SPECIALISTS	
Registration Number:	3766731	TEXAS GOLD	
Registration Number:	3931170	GREENPROP	
Registration Number:	3931169	GREENPROP	
Registration Number:	3934598	SPEARPROP	
Registration Number:	3931167	SPEARPROP	
Registration Number:	3928671	SPS	
Registration Number:	3928645	SPS	
CORRESPONDENCE DATA			
Fax Number:	(817)850-1011		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$265.00 85267331

via US Mail.

Phone: 817-339-3670
Email: Debera.Hepburn@ftsi.com
Correspondent Name: Debera Hepburn
Address Line 1: 777 Main Street
Address Line 4: Fort Worth, TEXAS 76102

ATTORNEY DOCKET NUMBER:	TEXAS GOLD
NAME OF SUBMITTER:	Debera Hepburn
Signature:	/Debera Hepburn/
Date:	04/12/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT AND LICENSE BACK AGREEMENT

This trademark assignment and license back agreement ("Agreement") is entered into as of April 11, 2012 (the "Effective Date") by and between FTS International Proppants, LLC (f/k/a Proppant Specialists, LLC and included Southern Precision Sands, LLC), a limited liability company organized under the laws of Delaware, having its principal place of business at 2003 Nine Road, Brady, TX 76825 ("ASSIGNOR") and FTS International Services, LLC, a limited liability company organized under the laws of Texas, having its principal place of business at 777 Main Street, Fort Worth, Texas 76102 ("ASSIGNEE") (each individually as a "Party" or collectively "Parties").

WHEREAS, ASSIGNOR, formerly known as Proppant Specialists, LLC, merged with Southern Precision Sands, LLC, a limited liability company organized under the laws of Delaware, on December 29, 2011 (the "Merger");

WHEREAS, ASSIGNOR is the owner of the entire right, title, and interest in and to the trademarks and trademark applications listed in the attached Exhibit I, including those resulting from the "Merger", hereafter referred to as the "Trademarks";

WHEREAS, ASSIGNEE desires to acquire the Trademarks described above and ASSIGNOR is willing to assign its entire right, title, and interest in and to the Trademarks;

WHEREAS, ASSIGNOR desires to use the Trademarks to make, sell, distribute, supply, and/or market certain goods and services and ASSIGNEE is willing to grant a license back to ASSIGNOR for its authorized use of such Trademarks; and

WHEREAS, ASSIGNOR and ASSIGNEE are affiliated entities in that ASSIGNOR is the parent company of ASSIGNEE.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

I. Assignment

- A. ASSIGNOR, for itself and its heirs, successors, and assigns, hereby transfers and assigns to ASSIGNEE, and to ASSIGNEE's heirs, successors, and assigns, all of ASSIGNOR's present and future right, title, and interest in and to the Trademarks and all associated rights, claims, and proceeds of the Trademarks, including all registrations and applications resulting therefrom, whether active or abandoned or unregistered, in all jurisdictions anywhere in the world and all common law rights thereto.
- B. ASSIGNOR and ASSIGNEE expressly agree that all proprietary rights, title, interest, and control of the Trademarks, including any goodwill or other value generated in connection with the use of the Trademarks, are and shall at all times be solely owned by the ASSIGNEE, and shall inure to the benefit of and be on behalf of ASSIGNEE.

II. Grant of License Back

- A. As of the Effective Date, ASSIGNEE hereby grants to ASSIGNOR for the duration of this Agreement a worldwide, non-exclusive, non-transferable, royalty-free right and

license to use the Trademarks solely for the purpose of identifying the source of ASSIGNOR's goods and services provided in the oil and gas industry. ASSIGNOR has no right to sublicense, assign, convey, or otherwise transfer the Trademarks under this Agreement.

- B. ASSIGNEE and ASSIGNOR expressly agree that all proprietary rights, title, interest, and control of the Trademarks, including any goodwill or other value generated in connection with the use of the Trademarks, are and shall at all times be solely owned by the ASSIGNEE, and shall inure to the benefit of and be on behalf of ASSIGNEE.
- C. ASSIGNEE understands and authorizes ASSIGNOR'S use of each of the Trademarks, as a stand-alone mark, in connection with descriptive terms, or as a trade name such as "FTS International Proppants, LLC".

III. ASSIGNOR's Obligations

ASSIGNOR agrees that it shall:

- A. not in any way or at any time challenge, contest, dispute, impair, or impugn any of ASSIGNEE's rights in the Trademarks, any registrations or applications derived from such rights, the validity of the Trademarks, the validity of any registrations or applications of the Trademarks, or the sole proprietary rights of ASSIGNEE thereto;
- B. not register or attempt to register, or allow any other person or entity to register or attempt to register, the Trademarks, any distinctive component or element thereof, or any other trademark that is, in the sole opinion of ASSIGNEE, confusingly similar to any of the Trademarks or assist or cause any third party to do the same; and
- C. avoid any actions that would disparage ASSIGNEE's goodwill in the Trademarks.

IV. No Ownership of Trademarks by ASSIGNOR

- A. ASSIGNOR shall have no right, title or interest in the Trademarks and will not make any representation or do any act which may be taken to indicate that it has any right, title, or interest in or to the ownership or use of the Trademarks, and hereby acknowledges that nothing contained in this Agreement shall give the ASSIGNOR any right, title, or interest in or to the ownership or use of the Trademarks except as provided in the license back granted herein.
- B. ASSIGNOR agrees that should ASSIGNOR become owned or controlled by an entity other than a common parent company of ASSIGNEE, this Agreement shall terminate according to Section VI herein.

V. Quality Control

- A. ASSIGNOR agrees to use the Trademarks in a manner that is consistent with the quality control measures adopted by the ASSIGNEE in connection with its use of the Trademarks.
- B. ASSIGNOR agrees to promptly respond to the direction of ASSIGNEE to revise its use of the Trademarks in accordance with the quality control requirements of this Agreement.

- C. ASSIGNOR agrees that its use of the Trademarks and all activities conducted by it in accordance with this Agreement shall be in conformance with all applicable laws, rules, and regulations.

VI. Term and Termination

- A. The rights and Assignments granted under this Agreement shall commence on the Effective Date.
- B. The ASSIGNEE may terminate this Agreement, with or without cause, by delivering written notice of termination to ASSIGNOR.
- C. This Agreement shall continue in force and effect until ASSIGNEE provides notice of termination to ASSIGNOR.
- D. Upon termination of this Agreement, ASSIGNOR agrees to discontinue use of the Trademarks within a transition period of sixty (60) days. Upon termination of this Agreement and expiration of the transition period, all rights granted by this Agreement, including, without limitation, ASSIGNOR's right to use the Trademarks, shall expire and ASSIGNOR shall immediately cease and desist from all further use of the Trademarks and any trade name or embodiment incorporating the Trademarks.

VII. Interpretation and Enforcement of Agreement

- A. This Assignment shall be governed and interpreted in accordance with the laws of the State of Texas, United States of America without reference to conflict of laws provisions therein. The Parties hereto each agree and consent that jurisdiction and venue of all matters relating to this Agreement shall be vested exclusively in the federal, state, and local courts located in Tarrant County within the State of Texas.
- B. This Assignment and all the provisions herein contained shall inure to and be binding upon the Parties hereto and their respective successors, administrators, and assigns.

[Signature Page Immediately Follows]

* * * * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized representatives on the dates reflected below.

ASSIGNOR:

FTS International Proppants, LLC

By: 

Name: WILLIAM A. HICKS

Title: GENERAL COUNSEL

Date: 4/11/2012

ASSIGNEE:

FTS International Services, LLC

By: 

Name: WILLIAM A. HICKS

Title: GENERAL COUNSEL

Date: 4/11/2012

EXHIBITS

Exhibit I: Trademark Registrations and Applications

Exhibit I

FTS International Proppants, LLC (f/k/a Proppant Specialists, LLC and Included Southern Precision Sands, LLC)

U.S. and International Trademarks

TRADEMARKS
PROPPANT SPECIALISTS
PROPPANT SPECIALISTS (design)
PROPPANT SPECIALISTS (design plus words)
TEXAS GOLD
TEXAS GOLD (design)
TEXAS GOLD (design plus words)
CRYSTALPROP
GREENPROP
GREENPROP (design)
GREENPROP (design plus words)
SPEARPROP
SPEARPROP (design)
SPEARPROP (design plus words)
SPS
SPS (design)
SPS (design plus words)