

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oxane Materials, Inc.		03/12/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85931186	OXTHOR	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	734-761-3780		
Email:	asujek@bodmanlaw.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman		
Address Line 1:	201 S. Division St., Ste. 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
Signature:	/Angela Alvarez Sujek/		
Date:	06/28/2013		

OP \$40.00 85931186

**Total Attachments: 6**

source=Oxane Materials Inc - IP Security Agreement#page1.tif

source=Oxane Materials Inc - IP Security Agreement#page2.tif

source=Oxane Materials Inc - IP Security Agreement#page3.tif

source=Oxane Materials Inc - IP Security Agreement#page4.tif

source=Oxane Materials Inc - IP Security Agreement#page5.tif

source=Oxane Materials Inc - IP Security Agreement#page6.tif

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement is entered into as of March 12, 2010 by and between COMERICA BANK ("Bank") and OXANE MATERIALS, INC., a Delaware corporation ("Grantor").

### **RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

467 West 38<sup>th</sup> Street  
Pine Forest Building #21  
Houston, Texas 77018  
Attn: Greg Williams

Address of Bank:

39000 Six Mile Road  
M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

GRANTOR:

OXANE MATERIALS, INC.

By: Christopher E. Cohn  
Title: President

BANK:

COMERICA BANK

By: Atty DPC  
Title: Vice President



**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B****Patents**

Title	App. No.	Filing Date	Reg. No.	Date Granted
Composition and method for making a proppant	11/769247	6/27/07	7,867,613	1/11/11
Proppants with carbide and /or nitride phases	13/232040	9/14/11	8,178,477	5/15/12
Composition and method for making a proppant	12/252581	10/16/08	7,914,892	3/29/11
Composition and method for making a proppant	12/252708	10/16/08	7,887,918	2/15/11
Composition and method for making a proppant	12/252682	10/16/08	7,883,773	2/8/11
Method to remove sulfur or sulfur-containing species from a source	11/801244	5/9/07	7,569,199	8/4/09
Composition and method for making a proppant	11/498527	8/3/06	7,491,444	2/17/09
Composition and method for making a proppant	11/347664	2/3/06	7,459,209	12/2/08
Ceramic particles with controlled pore and/or microsphere placement and/or size and method of making same	12/977302	12/23/10	n/a	n/a
Proppant having a glass-ceramic material	12/967784	12/14/10	8,178,476	5/15/12
Cordierite having an increased alpha-Cordierite phase and a proppant containing the same	12/951347	11/22/10	n/a	n/a
Composition and method for making a proppant	12/961629	12/7/10	8,075,997	12/13/11
Method of manufacture and the use of a functional proppant for determination of subterranean fracture geometries	12/468088	5/19/09	8,168,570	5/1/12
Composition and method for making a proppant	12/360218	1/27/09	n/a	n/a
Proppants with carbide and/or nitride phases	12/176029	7/18/08	8,047,288	11/1/11
Composition and method for making a proppant	12/252653	10/16/08	8,003,212	8/23/11
Composition and method for making a proppant	11/728953	3/27/07	8,012,533	9/6/11
Self-toughened high-strength proppant and methods of making same	13/009917	1/20/11	n/a	n/a
Ceramic particles with controlled pore and/or microsphere placement and/or size and method of making same	12/977302	12/23/10	n/a	n/a
Proppant having a glass-ceramic material	12/967784	12/14/10	n/a	n/a
Cordierite having an increased alpha-Cordierite phase and a proppant containing the same	12/951347	11/22/10	n/a	n/a

Composition and method for making a proppant	12/961629	12/7/10	n/a	n/a
--	-----------	---------	-----	-----

**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
ADVANCED CERAMIC PROPPANTS	85/606055	4/24/12	n/a	n/a
OXFRAC	85/587666	4/3/12	n/a	n/a
WOLFBALL	85/567986	3/13/12	n/a	n/a
OXSENSE	85/489081	12/7/11	n/a	n/a
UNLOCK THE ROCK	85/313335	5/5/11	n/a	n/a
LENGTH MATTERS	77/968898	3/25/10	n/a	n/a
OXTAG	77/968913	3/25/10	n/a	n/a
ATLAS	77/965221	3/22/10	n/a	n/a
HERCULES	77/965020	3/22/10	n/a	n/a
OX	77/965135	3/22/10	n/a	n/a
CERAMIC REBAR	77/965180	3/22/10	n/a	n/a
OXSTEEL	77/965193	3/22/10	n/a	n/a
OXBALL	77/612986	11/12/08	4,084,234	1/10/12
NANOSTRUCTURED INNOVATIONS	77/479485	5/20/08	4,096,476	2/7/12
OXANE MATERIALS	77/409072	2/28/08	4,067,445	12/6/11
MORE OIL, MORE GAS, MORE QUICKLY	77/409053	2/28/08	4,063,636	11/29/11
OXANE (Stylized letters)	77/409093	2/28/08	4,067,446	12/6/11
OXTHOR	85/931186	5/14/13	n/a	n/a