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
FML Sand, LLC		09/05/2013	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3766731	TEXAS GOLD
Registration Number:	4168883	TEXAS GOLD

CH $65.00 3766731

CORRESPONDENCE DATA

Fax Number: 2127514864
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	039269-0165
NAME OF SUBMITTER:	Angela M. Amaru

Signature:	/s/ Angela M. Amaru
Date:	09/10/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 5, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entity identified as grantor on the signature pages hereto (the "Grantor") in favor of Barclays Bank PLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties.

WHEREAS, the Grantor is party to the U.S. Pledge and Security Agreement dated as of August 5, 2010 (as it may be from time to time amended, restated, modified or supplemented, the "Pledge and Security Agreement") between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"): the trademarks, trade dress, service marks, certification marks, and collective marks listed in Schedule A attached hereto, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Section attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the

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grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Termination

Upon the Payment in Full of the Obligations in accordance with Section 9.08(d) of the Credit Agreement and termination of the Pledge and Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantor a written instrument in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST GRANTED HEREBY).

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FML SAND, LLC,
as Grantor

By: _____
Name: Christopher Nagel
Title: Executive Vice President, Chief Financial Officer, Assistant Secretary and Treasurer

STATE OF Ohio)
) ss.
COUNTY OF Geauga)

On this 30 day of August, 2013 before me personally appeared Christopher Nagel proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FML Sand, LLC who being by me duly sworn did depose and say that he/she is the authorized Executive Vice President, Chief Financial Officer, Assistant Secretary and Treasurer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

_____
Notary Public

DAVID J. CRANDALL, Attorney
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 R.C.

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Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By _____
Name:
Title: Vanessa A. Kurbatskiy
Vice President

SCHEDULE A

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Owner	Country	Trademark Registration Date	Trademark Reg. No./ Trademark Appl. Ser. No.
Texas Gold	FTS International Services, LLC (to be assigned to FML Sand, LLC)	Canada	N/A	Appl. Ser. No. 1518179
Texas Gold	FTS International Services, LLC (to be assigned to FML Sand, LLC)	China	N/A	Appl. Ser. No. A0/023,200
Texas Gold	FTS International Services, LLC (to be assigned to FML Sand, LLC)	European Union	February 10, 2011	Reg. No. 1,072,036; Appl. Ser. No. A0/023,200
Texas Gold	FTS International Services, LLC (to be assigned to FML Sand, LLC)	INTL (Madrid Protocol)	February 10, 2011	Reg. No. 1,072,036; Appl. Ser. No. A0/023,200
Texas Gold	FTS International Services, LLC (to be assigned to FML Sand, LLC)	Mexico	November 10, 2011	Reg. No. 1,250,459; Appl. Ser. No. 1187623
Texas Gold	FTS International Services, LLC (to be assigned to FML Sand, LLC)	US	March 30, 2010	Reg. No. 3,766,731; Appl. Ser. No. 77/795,317
TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	Argentina	N/A	Appl. Ser. No. 3112321
TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	Australia	August 17, 2011	Reg. No. 1,085,355; Appl. Ser. No. A0/025,185
TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	Brazil	N/A	Doc. No. 231108387383
TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	Canada	N/A	Appl. Ser. No. 1525630
TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	European Union	August 11, 2011	Reg. No. 1,085355 Appl. Ser. No. A0/025,185
TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	INTL (Madrid Protocol)	June 30, 2011	Reg. No. 1,085,355; Appl. Ser. No. A0/025,185
TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	Mexico	November 9, 2011	Reg. No. 1,249,953; Appl. Ser. No. 1187178

TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	US	July 3, 2012	Reg. No. 4,168,883; Appl. Ser. No. 85/267,331