

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.		02/27/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Delta Centauri LLC
Street Address:	2800 Post Oak Boulevard
Internal Address:	Suite 225
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	85606055	ADVANCED CERAMIC PROPPANTS
Serial Number:	85587666	OXFRAC
Serial Number:	85567986	WOLFBALL
Serial Number:	85489081	OXSENSE
Serial Number:	85313335	UNLOCK THE ROCK
Serial Number:	77968898	LENGTH MATTERS
Serial Number:	77968913	OXTAG
Serial Number:	77965221	ATLAS
Serial Number:	77965020	HERCULES
Serial Number:	77965135	OX
Serial Number:	77965180	CERAMIC REBAR
Serial Number:	77965193	OXSTEEL
Serial Number:	77612986	OXBALL

OP \$465.00 85606055

Serial Number:	77479485	NANOSTRUCTURED INNOVATIONS
Serial Number:	77409072	OXANE MATERIALS
Serial Number:	77409053	MORE OIL, MORE GAS, MORE QUICKLY
Serial Number:	77409093	OXANE
Serial Number:	85931186	OXTHOR

**CORRESPONDENCE DATA**

Fax Number: 7136515246

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 713-651-5567

Email: annie.aymond@nortonrosefulbright.com

Correspondent Name: FULBRIGHT & JAWORSKI LLP / ANNIE AYMOND

Address Line 1: 1301 MCKINNEY STREET

Address Line 4: HOUSTON, TEXAS 77010

ATTORNEY DOCKET NUMBER:	11303212 / OXANE-DELTA
NAME OF SUBMITTER:	Annie Aymond
Signature:	/Annie Aymond/
Date:	02/28/2014

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Intellectual Property Security Agreement”) is made as of February 27, 2014, between Oxane Materials, Inc., a Delaware corporation (“Debtor”), and Delta Centauri LLC, a Delaware limited liability company, as agent for the Secured Parties (as hereinafter defined) (“Agent”).

### RECITALS

A. Pursuant to that Note Purchase Agreement, dated as of February 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Note Purchase Agreement”) between Debtor and the Investors party thereto, the Investors are willing to provide the Financing (as defined in the Note Purchase Agreement) to Debtor and, in connection therewith, Debtor has agreed to execute and deliver to Agent that certain Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

B. pursuant to the Security Agreement, Debtor is required to execute and deliver to Agent this Intellectual Property Security Agreement.

### AGREEMENT

Now, therefore, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in IP Collateral. Debtor hereby grants to Agent a continuing security interest in all of Debtor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”):

(a) all of Debtor’s patents and patent applications, including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of, and improvements on, of the foregoing;

(c) all products and proceeds of the foregoing item (a) and (b), including, without limitation, any claim by Debtor against third parties for past, present or future infringement or dilution of any patent;

(d) all of Debtor’s trademarks and trademark applications including those referred to on Schedule II hereto;

(e) all modifications and renewals of the foregoing;

(f) all goodwill of the business connected with the use of, and symbolized by, each trademark;

(g) all products and proceeds of the foregoing items (d) through (f), including, without limitation, any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any trademark or (ii) injury to the goodwill associated with any trademark;

(h) all of Debtor's copyrights and copyright applications, including those referred to on Schedule III hereto;

(i) all renewals of the foregoing; and

(j) all products and proceeds of the foregoing items (h) and (i), including, without limitation, any claim by Debtor against third parties for past, present or future infringement or dilution of any copyright.

3. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral 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.

4. Authorization to File. Debtor authorizes Agent to file this Intellectual Property Security Agreement (and amendments and supplements hereof) in the United States Patent and Trademark Office and the United States Copyright Office.

5. Authorization To Supplement. If Debtor shall obtain rights to (a) any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, (b) any new trademarks or application therefor, or (c) any new copyright or application therefor, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Agent with respect to any such new rights. Without limiting Debtor's obligations under this Section 5, Debtor hereby authorizes Agent unilaterally to modify this Intellectual Property Security Agreement by amending the applicable schedule to include any such new rights of Debtor. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend any schedule shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on a schedule.

6. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Intellectual Property Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

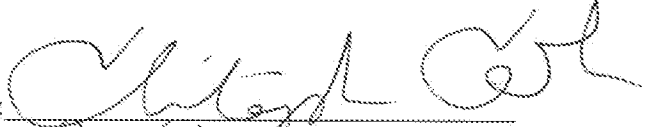
7. Governing Law. This Intellectual Property Security Agreement shall be governed by the laws of the State of Delaware.

[SIGNATURE PAGES FOLLOW]

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

**DEBTOR:**

Oxane Materials, Inc.

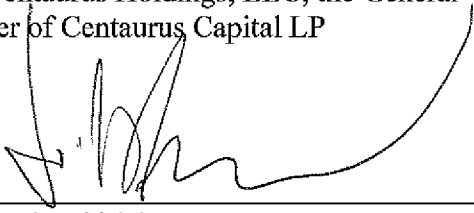
By:   
Name: Christopher Coker  
Title: President

**AGENT:**

DELTA CENTAURI LLC,  
as Agent

By: Centaurus Capital LP, its Sole Member

By: Centaurus Holdings, LLC, the General  
Partner of Centaurus Capital LP

By:   
John D. Arnold, Manager

**SCHEDULE II**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS/APPLICATIONS**

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	4,267,114	01/15/13
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