

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM301804

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FTS International Services, LLC		04/16/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent under the Senior Notes Indenture
Street Address:	1349 W. Peachtree Street, NW, Suite 1050
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	NATIONAL ASSOCIATION: BANK: UNITED STATES

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	4416031	AQUACOR
Registration Number:	4416030	AQUACOR
Registration Number:	4054905	CHL
Registration Number:	3497579	CITRINE
Registration Number:	3322250	CS-POLYBREAK 210
Registration Number:	4451132	DIAMOND
Registration Number:	4189683	ECO GREEN
Registration Number:	4151986	ENERGY SOLUTIONS. WORLDWIDE.
Registration Number:	4193471	F
Registration Number:	4193472	F
Registration Number:	4185461	F
Registration Number:	4204838	F
Registration Number:	4313998	F FTS INTERNATIONAL
Registration Number:	4318050	F FTS INTERNATIONAL
Registration Number:	4313999	F FTS INTERNATIONAL
Registration Number:	4314000	F FTS INTERNATIONAL
Registration Number:	4011448	FRAC TECH
Registration Number:	3522979	FT FRAC TECH
Registration Number:	4313997	FTS INTERNATIONAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4471425	FTS INTERNATIONAL MANUFACTURING
Registration Number:	4329229	FTS INTERNATIONAL PROPPANTS
Registration Number:	4332747	FTS INTERNATIONAL SERVICES
Registration Number:	4388204	FTS INTERNATIONAL WIRELINE
Registration Number:	4332750	FTSI
Registration Number:	4290177	FTSI PROPPANTS
Registration Number:	3437249	JADE
Registration Number:	4214082	NPD
Registration Number:	4108769	NPD-2000
Registration Number:	4177022	NPD-3000
Registration Number:	3428709	OPAL
Registration Number:	4210164	PFP
Registration Number:	3393387	PLATINUM
Registration Number:	3383301	RUBY
Registration Number:	4159362	SLICKWATER GREEN
Registration Number:	4159141	SW-GREEN
Registration Number:	3393386	TURQUOISE
Registration Number:	4018863	VS
Serial Number:	86226256	DIAMOND
Serial Number:	86228572	F FTS INTERNATIONAL UNCONVENTIONAL BY DE

CORRESPONDENCE DATA

Fax Number: 2127557306

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

Phone: 212.326.3939

Email: NYTEF@JONESDAY.COM

Correspondent Name: Beth D. Vogel

Address Line 1: 222 East 41st Street

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 867741-61001

NAME OF SUBMITTER: Beth D. Vogel

SIGNATURE: /Beth D. Vogel/

DATE SIGNED: 04/17/2014

Total Attachments: 13

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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of April, 2014, by and among FTS International Services, LLC, as Grantor, (the "Grantor"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("US Bank"), in its capacity as agent for the Noteholders (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Indenture dated as of April 16, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Indenture") by and among **FTS INTERNATIONAL, INC.**, a Delaware corporation as issuer (the "Issuer") the guarantors party thereto and US Bank as trustee, the Issuer has issued on the date hereof \$500,000,000 aggregate principal amount of its 6.250 % Senior Secured Notes due 2022 (the "Notes"); and

WHEREAS, Grantor has agreed, under that certain Security Agreement dated as of April 16, 2014 (the "Security Agreement"), to grant to Agent, for the benefit of the Trustee, Agent and the holders of the Notes (the "Noteholders"), a continuing security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Trustee, Agent and the Noteholders, this Trademark Security 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Trustee, Agent and the Noteholders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License, and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License,

including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License,

in each case, to the extent that such property constitutes ABL Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent or the Trustee, or to any Noteholder, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Trustee, Agent and the Noteholders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is an Indenture Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

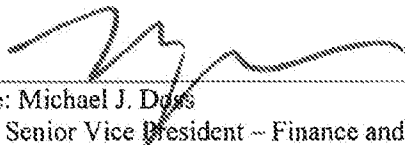
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

FTS INTERNATIONAL SERVICES, LLC

By: 
Name: Michael J. Dugg
Title: Senior Vice President ~ Finance and
Treasurer

[SIGNATURE PAGE TO NOTES TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005262 FRAME: 0767

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, a
national banking association

By: Muriel Shaw

Name: Muriel Shaw
Title: Assistant Vice President

[SIGNATURE PAGE TO NOTES TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005262 FRAME: 0768

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

UNITED STATES TRADEMARKS

U.S. Registrations:

Owner	Registration Number	Description
FTS International Services, LLC	4416031	Aquacor (design in blue)
FTS International Services, LLC	4416030	Aquacor
FTS International Services, LLC	4054905	CHL
FTS International Services, LLC	3497579	CITRINE
FTS International Services, LLC	3322250	CS-POLYBREAK 210
FTS International Services, LLC	4451132	DIAMOND design
FTS International Services, LLC	4189683	ECO GREEN
FTS International Services, LLC	4151986	ENERGY SOLUTIONS. WORLDWIDE.
FTS International Services, LLC	4193471	“F” (shield design)
FTS International Services, LLC	4193472	“F” (shield design in color)
FTS International Services, LLC	4185461	“F” (stylized design)
FTS International Services, LLC	4204838	“F” (stylized design in color)
FTS International Services, LLC	4313998	F FTS INTERNATIONAL (horizontal design plus words)
FTS International Services, LLC	4318050	F FTS INTERNATIONAL (horizontal design plus words in color)
FTS International Services, LLC	4313999	F FTS INTERNATIONAL (vertical design plus words)
FTS International Services, LLC	4314000	F FTS INTERNATIONAL (vertical design plus words in color)
FTS International Services, LLC	4011448	FRAC TECH
FTS International Services, LLC	3522979	FT Frac Tech (logo & design)
FTS International Services, LLC	4313997	FTS INTERNATIONAL
FTS International Services, LLC	4471425	FTS INTERNATIONAL MANUFACTURING
FTS International Services, LLC	4329229	FTS INTERNATIONAL PROPPANTS
FTS International Services, LLC	4332747	FTS INTERNATIONAL SERVICES

FTS International Services, LLC	4388204	FTS INTERNATIONAL WIRELINE
FTS International Services, LLC	4332750	FTSI
FTS International Services, LLC	4290177	FTSI PROPPANTS
FTS International Services, LLC	3437249	JADE
FTS International Services, LLC	4214082	NPD
FTS International Services, LLC	4108769	NPD-2000
FTS International Services, LLC	4177022	NPD-3000
FTS International Services, LLC	3428709	OPAL
FTS International Services, LLC	4210164	PFP
FTS International Services, LLC	3393387	PLATINUM
FTS International Services, LLC	3383301	RUBY
FTS International Services, LLC	4159362	SLICKWATER GREEN
FTS International Services, LLC	4159141	SW-GREEN
FTS International Services, LLC	3393386	TURQUOISE
FTS International Services, LLC	4018863	VS (design)

U.S. Applications:

Owner	Application Number	Description
FTS International Services, LLC	86226256	DIAMOND
FTS International Services, LLC	86228572	F FTS INTERNATIONAL Unconventional by Design (horizontal design plus words)

OTHER TRADEMARKS

International Registrations:

Owner	Registration Number	Country	Description
FTS International Services, LLC	1084396	WIPO	CHL
FTS International Services, LLC	1266604	Mexico	CHL (International Class 035)
FTS International Services, LLC	1238597	Mexico	CHL (International Class 037)
FTS International Services, LLC	1238598	Mexico	CHL (International Class 040)
FTS International Services, LLC	1105982	European Union (WIPO)	"F" (shield design in color)

FTS International Services, LLC	1332713	Mexico	“F” (shield design in color)
FTS International Services, LLC	1476283 (Australia No.) 1106398 (WIPO No.)	Australia (WIPO)	“F” (stylized design)
FTS International Services, LLC	1106398	European Union (WIPO)	“F” (stylized design)
FTS International Services, LLC	1332717	Mexico	“F” (stylized design)
FTS International Services, LLC	1106172	European Union (WIPO)	F FTS INTERNATIONAL (horizontal design plus words)
FTS International Services, LLC	1332715	Mexico	F FTS INTERNATIONAL (horizontal design plus words)
FTS International Services, LLC	1105450	European Union (WIPO)	F FTS INTERNATIONAL (vertical design plus words in color)
FTS International Services, LLC	1332714	Mexico	F FTS INTERNATIONAL (vertical design plus words in color)
FTS International Services, LLC	1072356	China (WIPO)	FRAC TECH
FTS International Services, LLC	1072356	European Union (WIPO)	FRAC TECH
FTS International Services, LLC	1066207	China (WIPO)	FT Frac Tech (logo and design)
FTS International Services, LLC	1066207	European Union (WIPO)	FT Frac Tech (logo and design)
FTS International Services, LLC	2574724	Argentina	FTS INTERNATIONAL (International Class 040)
FTS International Services, LLC	1105453	European Union (WIPO)	FTS INTERNATIONAL
FTS International Services, LLC	1332716	Mexico	FTS INTERNATIONAL

FTS International Services, LLC	1129118	China (WIPO)	FTSI
FTS International Services, LLC	1129118	European Union (WIPO)	FTSI
FTS International Services, LLC	1336222	Mexico	FTSI (International Class 001)
FTS International Services, LLC	1336223	Mexico	FTSI (International Class 040)
FTS International Services, LLC	2572756	Argentina	NPD-2000
FTS International Services, LLC	1113274	Australia (WIPO)	NPD-2000
FTS International Services, LLC	1113274	China (WIPO)	NPD-2000
FTS International Services, LLC	1113274	European Union (WIPO)	NPD-2000
FTS International Services, LLC	1292126	Mexico	NPD-2000
FTS International Services, LLC	1113274	Oman (WIPO)	NPD-2000
FTS International Services, LLC	2572757	Argentina	NPD-3000
FTS International Services, LLC	1123027	China (WIPO)	NPD-3000
FTS International Services, LLC	1123027	European Union (WIPO)	NPD-3000
FTS International Services, LLC	1292127	Mexico	NPD-3000
FTS International Services, LLC	2572758	Argentina	SW-GREEN
FTS International Services, LLC	1124015	Australia (WIPO)	SW-GREEN
FTS International Services, LLC	1124015	China (WIPO)	SW-GREEN
FTS International Services, LLC	1124015	European Union (WIPO)	SW-GREEN
FTS International Services, LLC	1292128	Mexico	SW-GREEN
FTS International Services, LLC	1087729	Australia (WIPO)	VS (design)
FTS International Services, LLC	1085369	China (WIPO)	VS (design)

FTS International Services, LLC	1085369	European Union (WIPO)	VS (design)
FTS International Services, LLC	1253770	Mexico	VS (design)
FTS International Services, LLC	3144472	Argentina	FTS INTERNATIONAL (International Class 001)

International Applications:

Owner	Application Number	Country	Description
FTS International Services, LLC	840084714	Brazil	“F” (shield design in color)
FTS International Services, LLC	840084692	Brazil	“F” (shield design (in color)
FTS International Services, LLC	1558350	Canada	“F” (shield design in color)
FTS International Services, LLC	177903	Saudi Arabia	“F” (shield design in color) International Class 001
FTS International Services, LLC	177904	Saudi Arabia	“F” (shield design in color) International Class 040
FTS International Services, LLC	840084587	Brazil	“F” (stylized design) International Class 001
FTS International Services, LLC	840084595	Brazil	“F” (stylized design) International Class 040
FTS International Services, LLC	1558357	Canada	“F” (stylized design)
FTS International Services, LLC	1106398	China (WIPO)	“F” (stylized design)
FTS International Services, LLC	1106398	Oman (WIPO)	“F” (stylized design)
FTS International Services, LLC	177911	Saudi Arabia	“F” (stylized design) International Class 001
FTS International Services, LLC	177912	Saudi Arabia	“F” (stylized design) International Class 040
FTS International Services, LLC	840084668	Brazil	F FTS INTERNATIONAL (horizontal design plus words) International Class 001

Owner	Application Number	Country	Description
FTS International Services, LLC	840084641	Brazil	F FTS INTERNATIONAL (horizontal design plus words) International Class 040
FTS International Services, LLC	1558355	Canada	F FTS INTERNATIONAL (horizontal design plus words)
FTS International Services, LLC	1106172	Oman (WIPO)	F FTS INTERNATIONAL (horizontal design plus words)
FTS International Services, LLC	177907	Saudi Arabia	F FTS INTERNATIONAL (horizontal design plus words) International Class 001
FTS International Services, LLC	177908	Saudi Arabia	F FTS INTERNATIONAL (horizontal design plus words) International Class 040
FTS International Services, LLC	840084684	Brazil	F FTS INTERNATIONAL (vertical design plus words in color) International Class 001
FTS International Services, LLC	840084676	Brazil	F FTS INTERNATIONAL (vertical design plus words in color) International Class 040
FTS International Services, LLC	1105450	Oman (WIPO)	F FTS INTERNATIONAL (vertical design plus words in color)
FTS International Services, LLC	177905	Saudi Arabia	F FTS INTERNATIONAL (vertical design plus words in color) International Class 001

Owner	Application Number	Country	Description
FTS International Services, LLC	177906	Saudi Arabia	F FTS INTERNATIONAL (vertical design plus words in color) International Class 040
FTS International Services, LLC	1521084	Canada	FT Frac Tech (logo and design)
FTS International Services, LLC	840582870	Brazil	FTS BRASIL (logo design) International Class 001
FTS International Services, LLC	840582900	Brazil	FTS BRASIL (logo design) International Class 040
FTS International Services, LLC	840084633	Brazil	FTS INTERNATIONAL
FTS International Services, LLC	840084617	Brazil	FTS INTERNATIONAL
FTS International Services, LLC	1558356	Canada	FTS INTERNATIONAL
FTS International Services, LLC	1105453	Oman (WIPO)	FTS INTERNATIONAL
FTS International Services, LLC	177909	Saudi Arabia	FTS INTERNATIONAL (International Class 001)
FTS International Services, LLC	177910	Saudi Arabia	FTS INTERNATIONAL (International Class 040)
FTS International Services, LLC	3184055	Argentina	FTSI (International Class 001)
FTS International Services, LLC	3184056	Argentina	FTSI (International Class 040)
FTS International Services, LLC	840230940	Brazil	FTSI (International Class 001)
FTS International Services, LLC	840230710	Brazil	FTSI (International Class 040)
FTS International Services, LLC	1589654	Canada	FTSI
FTS International Services, LLC	1129118	Oman (WIPO)	FTSI
FTS International Services, LLC	185500	Saudi Arabia	FTSI (International Class 001)
FTS International Services, LLC	185501	Saudi Arabia	FTSI (International Class 040)
FTS International Services, LLC	840007566	Brazil	NPD-2000

Owner	Application Number	Country	Description
FTS International Services, LLC	177900	Saudi Arabia	NPD-2000
FTS International Services, LLC	840007558	Brazil	NPD-3000
FTS International Services, LLC	1123027	Oman (WIPO)	NPD-3000
FTS International Services, LLC	1560495	Canada	NPD-3000
FTS International Services, LLC	177901	Saudi Arabia	NPD-3000
FTS International Services, LLC	840007540	Brazil	SW-GREEN
FTS International Services, LLC	1560498	Canada	SW-GREEN
FTS International Services, LLC	1124015	Oman (WIPO)	SW-GREEN
FTS International Services, LLC	177902	Saudi Arabia	SW-GREEN
FTS International Services, LLC	831171898	Brazil	VS (design)

Trademark Licenses:

None.