

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preferred Unlimited Assets, LLC		07/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3585581	P PREFERRED	
CORRESPONDENCE DATA			
Fax Number:	6502138158		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6502130300		
Email:	iprecordations@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1155735-0095		
NAME OF SUBMITTER:	Christina Ishihara		
SIGNATURE:	/Christina Ishihara/		
DATE SIGNED:	08/01/2014		
Total Attachments: 5			
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TRADEMARK

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Security Interest in Trademarks (this "Agreement"), dated as of July 31, 2014, is entered into by Preferred Unlimited Assets, LLC (the "Grantor") in favor of Jefferies Finance LLC, as Collateral Agent (the "Collateral Agent").

WHEREAS, pursuant to the ABL Credit Agreement, dated as of July 31, 2014, the Administrative Borrower, Holdings, the other Debtors, as borrowers and guarantors, the financial institutions party thereto as lenders and the Collateral Agent (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), the Lenders have agreed to extend credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has executed and delivered that certain ABL Security Agreement, dated as of July 31, 2014, in favor of the Collateral Agent (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantor has granted to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in all of Grantor's right, title, and interest in and to the Trademark Collateral (as defined below);

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 and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the ABL Credit Agreement or Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Subject to the terms of, and limitations contained in, the Security Agreement, Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in and to, and a pledge of, all of the following and all of Grantor's right, title and interest therein, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, but excluding any Excluded Property, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due of the Obligations of Grantor:

- (i) all United States federally registered and applied for Trademarks, including those set forth on Exhibit A, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) the goodwill of the business of Grantor symbolized by the Trademarks and (vi) any and all products and proceeds of any and all of the foregoing, now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest; provided, however, that the foregoing grant of security interest and pledge will not cover any applications for any Trademarks that have been filed with the United States Patent and Trademark Office on the basis of an "intent-to-use" with respect to such trademarks until an appropriate amendment to allege use or statement of use is filed in and accepted by the United States Patent and Trademark Office.

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 Creditors pursuant to the Security Agreement, and 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 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This Agreement, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the Laws of the State of New York and the respective rights and obligations of the Grantor and the Collateral Agent shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original..

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**PREFERRED UNLIMITED ASSETS,
LLC**

By: Preferred Proppants, LLC, *as sole member*

By: _____

Name:

Title:

Acknowledged and Agreed by:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: *C. Hess*

Name: E. Joseph Hess

Title: Managing Director

[Signature Page to Preferred Sands ABL Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005335 FRAME: 0295

Exhibit A

Trademark	Country	Serial No.	Appl. Date	Reg. Date	Reg. No.	Owner
P PREFERRED & Design	United States	77/380905	1/25/08	3/10/2009	3,585,581	Preferred Unlimited Assets, LLC