

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oxane Materials, Inc.		12/10/2014	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: 4			
Property Type	Number	Word Mark	
Serial Number:	86249801	ATLAS	
Serial Number:	86249754	HERCULES	
Serial Number:	86288983	OX	
Serial Number:	86267485	OXTAG	
CORRESPONDENCE DATA			
Fax Number:	7136515246		
<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:	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:	OXANE/DELTA-11303212		
NAME OF SUBMITTER:	Annie Aymond		
SIGNATURE:	/Annie Aymond/		
DATE SIGNED:	12/10/2014		
Total Attachments: 6			
source=Amended_Restated_IP_Security_Agreement#page1.tif			

OP \$115.00 86249801

source=Amended_Restated_IP_Security_Agreement#page2.tif
source=Amended_Restated_IP_Security_Agreement#page3.tif
source=Amended_Restated_IP_Security_Agreement#page4.tif
source=Amended_Restated_IP_Security_Agreement#page5.tif
source=Amended_Restated_IP_Security_Agreement#page8.tif

AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Intellectual Property Security Agreement”) is made as of December 10, 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 (a) that Note Purchase Agreement, dated as of February 27, 2014, between Debtor and the Investors party thereto and (b) that Note Purchase Agreement, dated as of December 10, 2014 ((a) and (b), as either of them may be amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Note Purchase Agreements”) between Debtor and the Investors party thereto, the Investors are willing to provide or modify and continue to provide the Financings (as defined in the Note Purchase Agreements) to Debtor and, in connection therewith, Debtor has agreed to execute and deliver to Agent that certain Amended and Restated Security and Collateral Agency 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”);

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

C. This Intellectual Property Security Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement, dated as of February 27, 2014, between Agent and Debtor.

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, for the benefit of the Agent and the Secured Parties, to secure prompt repayment of any and all Obligations and to secure prompt performance by Debtor of each of its covenants and duties under the Note Documents, 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: 

Christopher Coker
President

S-1

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

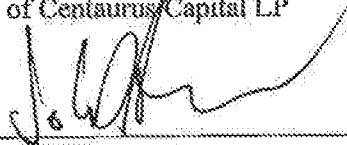
TRADEMARK
REEL: 005417 FRAME: 0461

AGENT:

**DELTA CENTAURI LLC,
as Agent**

By: Centaurus Capital LP, its Sole Member

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

A handwritten signature in black ink, appearing to read "John D. Arnold", is written over a horizontal dotted line.

**By:
John D. Arnold, Manager**

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK
REEL: 005417 FRAME: 0462**

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
ADVANCED CERAMIC PROPPANTS	85/606055	04/24/12	4,485,768	02/18/14
ATLAS	86/249801	04/11/14	n/a	n/a
HERCULES	86/249754	04/11/14	n/a	n/a
MORE OIL, MORE GAS, MORE QUICKLY	77/409053	02/28/08	4,063,636	11/29/11
NANOSTRUCTURED INNOVATIONS	77/479485	05/20/08	4,096,476	02/07/12
OX	86/288983	05/22/14	n/a	n/a
OXANE (Stylized letters)	77/409093	02/28/08	4,067,446	12/06/11
OXANE MATERIALS	77/409072	02/28/08	4,067,445	12/06/11
OXBALL	77/612986	11/12/08	4,084,234	01/10/12
OXSENSE	85/489081	12/07/11	n/a	n/a
OXSTEEL	77/965193	03/22/10	4,276,114	01/15/13
OXTAG	86/267485	04/30/14	n/a	n/a
OXTHOR	85/931186	05/14/13	n/a	n/a
UNLOCK THE ROCK	85/313335	05/05/11	4,572,701	07/22/14