TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM336419

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Preferred Sands Holding Company, LLC		03/27/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Preferred Unlimited Asssets, LLC	
Street Address:	100 Matsonford Road	
Internal Address:	Suite 101	
City:	Radnor	
State/Country:	PENNSYLVANIA	
Postal Code:	19087	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4287610	P PREFERRED SANDS

CORRESPONDENCE DATA

Fax Number: 8008611894

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.

Email: frankenb@pepperlaw.com **Correspondent Name:** Pepper Hamilton LLP Address Line 1: 18th and Arch Streets Address Line 2: 3000 Two Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	141513.9	
NAME OF SUBMITTER: Beth A. Frankenfield		
SIGNATURE: /Beth A Frankenfield/		
DATE SIGNED:	03/27/2015	

Total Attachments: 2

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> **TRADEMARK** REEL: 005486 FRAME: 0844

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of March

, 2015, by and between Preferred Sands Holding Company, LLC, a Delaware Limited

Liability Company ("Assignor"), and Preferred Unlimited Assets, LLC, a Delaware Limited

Liability Company ("Assignee" and together with Assignor, the "Parties").

WITNESSETH:

WHEREAS, Assignor is the owner of the United States Trademark Registration No.

4,287,610 for the trademark P PREFERRED SANDS and Design (hereinafter, the "Trademark");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and

interest in and to the Trademark, together with all goodwill associated with the Trademark; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the

Trademark, together with all goodwill associated with the Trademark;

NOW, THEREFORE, in consideration of the payment of the premises and other good

and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

Parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its

right, title and interest in and to the Trademark, together with all goodwill associated with the

Trademark, and the right to sue and recover any damages and profits and all other remedies for

past, present and future infringements or violations thereof, if there may be any, the same to be

held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had

the sale, assignment, transfer and conveyance not been made.

2. <u>Title</u>. Assignor hereby represents and warrants that it has the full right to convey,

free of licenses and encumbrances, all right, title and interest in and to the Trademark.

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- 3. <u>Cooperation</u>. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment. Assignor consents and authorizes Assignee or Assignee's designee to file and record this Assignment as necessary to perfect title in Assignee.
- 4. <u>Binding Effect</u>. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.
- 5. <u>Entire Agreement</u>. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and undertakings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

PREFERRED SANDS HOLDING	PREFERRED UNLIMITED ASSETS, LLC
COMPANY, LLC	
/	

Name: Brien J. McTear Name: Brien J. McTear

Title: SVP Title: SVP