

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357983

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900339340

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Preferred Unlimited Assets, LLC		06/18/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Jeffries Finance LLC (Collateral Agent)
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW HAMPSHIRE
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE
Name:	The Bank of New York Mellon Trust Company N.A. (Second Lien Notes Collateral Agent)
Street Address:	One Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	86635548	FLOPRO
Serial Number:	86635555	MULTIPRO
Serial Number:	86635721	BIOPRO
Serial Number:	86636156	PARAPRO
Serial Number:	86635774	SCALEPRO
Serial Number:	86636174	NANOPRO
Serial Number:	86635732	CLAYPRO
Serial Number:	86636143	PIFC
Serial Number:	86635740	BUILD A BETTER WELL
Serial Number:	86635755	BABW
Serial Number:	86636121	PREFERRED PIPELINE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86636093	PREFERRED TECHNOLOGY
Serial Number:	86635827	RCS PEARL
Serial Number:	86635806	RCS GARNET
Serial Number:	86636011	NAVPORT
Serial Number:	86635894	NAVPORT
Serial Number:	86635770	WELL INFORMED
Serial Number:	86645119	RCS ICE
Serial Number:	86645137	RCS CHROME

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.
Phone: 215.981.4513
Email: frankenb@pepperlaw.com
Correspondent Name: Beth Frankenfield / Pepper Hamilton LLP
Address Line 1: 3000 TWO LOGAN SQ
Address Line 2: 18th and Arch Streets
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	141513.9
NAME OF SUBMITTER:	Beth A. Frankenfield
SIGNATURE:	/Beth A Frankenfield/
DATE SIGNED:	10/08/2015

Total Attachments: 10
source=Preferred Security Interest Mellon#page1.tif
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SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Supplemental Notice of Grant of Security Interest in Trademarks (this "Agreement"), dated as of June 18, 2015, is entered into by Preferred Unlimited Assets, LLC (the "Grantor") in favor of The Bank of New York Mellon Trust Company, N.A., as Second Lien Notes Collateral Agent (the "Second Lien Notes Collateral Agent").

WHEREAS, Preferred Proppants, LLC, as Issuer, Preferred Proppants Intermediate Holdings, LLC, the other guarantors named therein, and the Second Lien Notes Collateral Agent, as Trustee and Second Lien Note Collateral Agent, have executed and delivered that certain Indenture, dated as of July 31, 2014, as amended by that certain First Supplemental Indenture, dated as of August 15, 2014, that certain Second Supplemental Indenture, dated as of September 8, 2014, that certain Third Supplemental Indenture, dated as of September 29, 2014, that certain Fourth Supplemental Indenture, dated as of October 14, 2014, and that certain Fifth Supplemental Indenture, dated as of December 22, 2014 (as it may be further amended, supplemented or otherwise modified from time to time, the "Indenture"), governing the Senior Secured Second Lien Floating Rate Notes due 2021; and

WHEREAS, Grantor has executed and delivered that certain Security Agreement, dated as of July 31, 2014, in favor of the Second Lien Notes 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 Second Lien Notes 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 Second Lien Notes Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Indenture 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 Second Lien Notes 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 Secured 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; and (v) 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 Second Lien Notes Collateral Agent for the Secured Creditors pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Notes 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 Second Lien Notes 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: Matthew J. Epps
Title: Assistant Secretary

Acknowledged and Agreed by:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Second Lien Notes Collateral Agent

By: 

Name:

Title:

Leslie Lockhart
Vice President

[Signature Page to Supplemental Notice of Grant of Security Interest in Trademarks (Preferred Unlimited Assets, LLC) (Second Lien)]

TRADEMARK
REEL: 005641 FRAME: 0370

Exhibit A

Trademark Applications:

Trademark	Country	Serial No.	Appl. Date	Owner
FloPRO	United States (US)	86/635548	05/20/2015	Preferred Unlimited Assets, LLC
MultiPRO	United States (US)	86/635555	05/20/2015	Preferred Unlimited Assets, LLC
BioPRO	United States (US)	86/635721	05/20/2015	Preferred Unlimited Assets, LLC
ParaPRO	United States (US)	86/636156	05/20/2015	Preferred Unlimited Assets, LLC
ScalePRO	United States (US)	86/635774	05/20/2015	Preferred Unlimited Assets, LLC
NanoPRO	United States (US)	86/636174	05/20/2015	Preferred Unlimited Assets, LLC
ClayPRO	United States (US)	86/635732	05/20/2015	Preferred Unlimited Assets, LLC
PIFC	United States (US)	86/636143	05/20/2015	Preferred Unlimited Assets, LLC
Build A Better Well	United States (US)	86/635740	05/20/2015	Preferred Unlimited Assets, LLC
BABW	United States (US)	86/635755	05/20/2015	Preferred Unlimited Assets, LLC
Preferred Pipeline	United States (US)	86/636121	05/20/2015	Preferred Unlimited Assets, LLC
Preferred Technology	United States (US)	86/636093	05/20/2015	Preferred Unlimited Assets, LLC
RCS Pearl	United States (US)	86/635827	05/20/2015	Preferred Unlimited Assets, LLC
RCS Garnet	United States (US)	86/635806	05/20/2015	Preferred Unlimited Assets, LLC
NavPort (stylized)	United States (US)	86/636011	05/20/2015	Preferred Unlimited Assets, LLC
NavPort (standard mark)	United States (US)	86/635894	05/20/2015	Preferred Unlimited Assets, LLC
Well Informed	United States (US)	86/635770	05/20/2015	Preferred Unlimited Assets, LLC
RCS ICE	United States (US)	86/645119	05/29/2015	Preferred Unlimited Assets, LLC
RCS CHROME	United States (US)	86/645137	05/29/2015	Preferred Unlimited Assets, LLC

SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Supplemental Notice of Grant of Security Interest in Trademarks (this "Agreement"), dated as of June 18, 2015, 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 Term Loan Credit Agreement, dated as of July 31, 2014, as amended and restated on September 8, 2014, Borrower, Holdings, the other Debtors, as 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 "Term Loan Credit Agreement"), the Lenders have agreed to extend credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has executed and delivered that certain 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 Term Loan 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: **Matthew J. Epps**
Assistant Secretary

[Signature page to Supplemental Notice of Grant of Security Interest in Trademarks (Preferred Unlimited Assets, LLC) (Term Loan)]

Acknowledged and Agreed by:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 

Name: J. Paul McDermott

Title: Managing Director

[Signature page to Supplemental Notice of Grant of Security Interest in Trademarks (Preferred Unlimited Assets, LLC) (Term Loan)]

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