

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407375

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC BANK, NATIONAL ASSOCIATION		11/09/2016	ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SMART SAND, INC.		
<b>Street Address:</b>	1010 STONY HILL RD, STE 175		
<b>City:</b>	YARDLEY		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19067		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4351304	SMARTSAND	
<b>Registration Number:</b>	4355129	SMARTSAND	
<b>Registration Number:</b>	4355130		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668265420		
<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>			
<b>Phone:</b>	301-638-0511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	ins1-41543		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>SIGNATURE:</b>	/pja/		
<b>DATE SIGNED:</b>	11/30/2016		
<b>Total Attachments: 3</b> source=41543#page1.tif			

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**TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Termination"), is dated as of November 9, 2016, and made by **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent") to **SMART SAND, INC.**, a Delaware corporation ("Grantor").

**WHEREAS**, pursuant to that certain Trademark Security Agreement dated as of March 28, 2014, made by Grantor in favor of Agent (as amended to date and together with all schedules thereto, the "Security Agreement"), a security interest was granted by the Grantor to Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

**WHEREAS**, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 31, 2014, at Reel 5247 and Frame 0019; and

**WHEREAS**, Agent now desires to terminate and release the Security Agreement;

**NOW, THEREFORE**, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature, in, to and under the following:

(a) all of the Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill, including those listed on Schedule A hereto (collectively, "Trademarks") And licenses for any of the foregoing ("Licenses"); and


(b) all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark licenses under any License.

2. Release of Security Interest. Agent hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Trademarks and the other Trademark Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest of Agent in and to the Trademark Collateral. Agent hereby authorizes Grantor or its designee to file this Termination with the United States Patent and Trademark Office.

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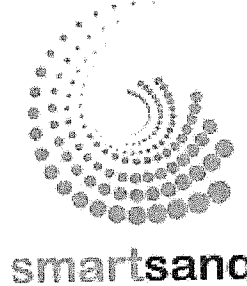
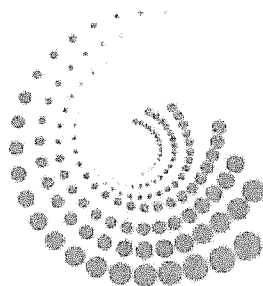
**IN WITNESS WHEREOF**, the Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: Steve Roberts  
Title: Vice President

Schedule A

Trademarks

Number	Trademark	Application / Registration Number	Grantor	Application/Registration Date
1.	SMART SAND & Design 	4,351,304	Smart Sand, Inc.	6/11/2013
2.	SMART SAND	4,355,129	Smart Sand, Inc.	6/18/2013
3.	Smart Sand Design 	4,355,130	Smart Sand, Inc.	6/18/2013