

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449410

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks filed at r/f 4257/0206		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barclays Bank PLC		10/31/2017	Public Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fairmount Santrol Inc. (f/k/a Fairmount Minerals, Ltd.)		
<b>Street Address:</b>	8834 MAYFIELD ROAD		
<b>City:</b>	Chesterland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44026		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1664639	SUPER DC	
<b>Registration Number:</b>	1692238	SUPER LC	
<b>Registration Number:</b>	1444660	SUPER HS	
<b>Registration Number:</b>	2390284	TOP PRO	
<b>Registration Number:</b>	2371557	TOUR BLEND	
<b>Registration Number:</b>	2402488	TOUR GRADE	
<b>Registration Number:</b>	3018597	AQUAQUARTZ	
<b>Registration Number:</b>	3197272	FLEX SAND	
<b>Registration Number:</b>	3076616	OPTIPROP	
<b>Registration Number:</b>	3236798	NEOZIEN	
<b>Registration Number:</b>	2958714	SPECTRAQUARTZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		

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<b>Address Line 4:</b>	New York, NEW YORK 10022
<b>ATTORNEY DOCKET NUMBER:</b>	039269-0165
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/S/ Angela M. Amaru
<b>DATE SIGNED:</b>	11/02/2017
<b>Total Attachments: 4</b> source=Fairmount 2010 TM Release Fairmount Technisand Wedron#page1.tif source=Fairmount 2010 TM Release Fairmount Technisand Wedron#page2.tif source=Fairmount 2010 TM Release Fairmount Technisand Wedron#page3.tif source=Fairmount 2010 TM Release Fairmount Technisand Wedron#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is dated as of November 1, 2017 (as it may be restated, supplemented or otherwise modified from time to time, this "Release"), is made by Barclays Bank PLC as collateral agent (in such capacity, "Collateral Agent") for the Secured Parties.

WHEREAS, Collateral Agent, Technisand, Inc., Wedron Silica Company and Fairmount Santrol Inc. (f/k/a Fairmount Minerals, Ltd.) ("Grantors") are party to the U.S. Pledge and Security Agreement dated as of August 5, 2010 (as amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement"; unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement) pursuant to which Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, Grantors entered into that certain Trademark Security Agreement, dated as of August 5, 2010 in favor of Collateral Agent (as amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), granting to Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantors' right, title and interest in, to and under all of the Grantors' trademarks and trademark applications, including, without limitation, those listed on Schedule A attached hereto, together with (i) all registrations and applications therefor, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 9, 2010 at Reel 004257 and Frame 0206 for Fairmount Minerals, Ltd., at Reel 004257 and Frame 0241 for Technisand, Inc and at Reel 004257 and Frame 0254 for Wedron Silica Company; and

WHEREAS, Collateral Agent has agreed to release its lien on and security interest in the Trademark Collateral and to re-assign all rights in the Trademark Collateral to Grantors.

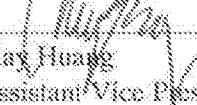
NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement and terminates, discharges, relinquishes and releases, as of the date hereof, its security interest in and lien on all of Grantors' right, title and interest in, to and under the Trademark Collateral and Collateral Agent hereby re-assigns to Grantors any right, title or interest it may have in such Trademark Collateral, all without warranty or representation of any kind.

THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT UNDER THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademarks to be duly executed and delivered by its duly authorized officer as of the date first above written.

BARCLAYS BANK PLC,  
as Collateral Agent

By:   
Name: May Huang  
Title: Assistant Vice President

[Signature Page to Fairmount Trademark Release]

**TRADEMARK**  
**REEL: 006195 FRAME: 0162**

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Jurisdiction	Grantor	Mark	Serial No.	Filing Date	Registration No.	Registration Date
United States	Fairmount Minerals, Ltd.	SUPER DC	74/035,196	05-Mar-1990	1,664,639	19-Nov-1991
United States	Fairmount Minerals, Ltd.	SUPER LC	74/004,303	21-Nov-1989	1,692,238	09-Jun-1992
United States	Fairmount Minerals, Ltd.	SUPER HS	73/592,084	07-Apr-1986	1,444,660	30-Jun-1987
United States	TechniSand, Inc.	SUPERSET 0	74/340,357	16-Dec-1992	1,813,273	28-Dec-1993
United States	TechniSand, Inc.	SUPERSET W	74/340,665	16-Dec-1992	1,813,274	28-Dec-1993
United States	TechniSand, Inc.	TEMPERED DC	74/340,664	16-Dec-1992	1,906,981	25-Jul-1995
United States	TechniSand, Inc.	TEMPERED LC	74/340,413	16-Dec-1992	1,833,562	03-May-1994
United States	Fairmount Minerals, Ltd.	TOP PRO	75/476,708	29-Apr-1998	2,390,284	26-Sep-2000
United States	Fairmount Minerals, Ltd.	TOUR BLEND	75/476,611	29-Apr-1998	2,371,557	25-Jul-2000
United States	Fairmount Minerals, Ltd.	TOUR GRADE	75/476,481	29-Apr-1998	2,402,488	07-Nov-2000
United States	TechniSand, Inc.	HYPERPROP	75/656,340	17-Aug-1998	2,601,555	30-Jul-2002
United States	TechniSand, Inc.	DYNAPROP	76/173,491	30-Nov-2000	2,485,357	04-Sep-2001
United States	TechniSand, Inc.	MAGNAPROP	76/173,490	30-Nov-2000	2,485,356	04-Sep-2001
United States	TechniSand, Inc.	POLARPROP	76/266,588	04-Jun-2001	2,527,488	08-Jan-2002

United States	Fairmount Minerals, Ltd.*	AQUAQUARTZ	78/355,883	22-Jan-2004	3,018,597	22-Nov-2005
United States	Fairmount Minerals, Ltd.*	FLEX SAND	78/356,138	23-Jan-2004	3,197,272	09-Jan-2007
United States	Fairmount Minerals, Ltd.	OPTIPROP	78/607,176	12-Apr-2005	3,076,616	04-Apr-2006
United States	Fairmount Minerals, Ltd.*	NEOZIEN	78/888,110	19-May-2006	3,236,798	01-May-2007
United States	Fairmount Minerals, Ltd.	SPECTRAQUARTZ	78/369,679	18-Feb-2004	2,958,714	31-May-2005
United States	Wedron	W AND DESIGN	72/361,202	28-May-1970	911,902	08-Jun-1971
United States	TechniSand, Inc.	TECHNISAND	74/222,996	18-Nov-1991	1,706,113	11-Aug-1992
Canada	Fairmount Minerals, Ltd.	TOUR GRADE	894,755	29-Oct-1998	TMA553,379	05-Nov-2001
Canada	Fairmount Minerals, Ltd.	TOUR BLEND	894,754	29-Oct-1998	TMA549,644	09-Aug-2001
Canada	Fairmount Minerals, Ltd.	TOP PRO	894,756	29-Oct-1998	TMA553,275	02-Nov-2001
Mexico	TechniSand, Inc.	DYNAPROP	364,043	17-Feb-1999	615,300	24-Jun-1999
Mexico	TechniSand, Inc.	MAGNAPROP	364,041	17-Feb-1999	615,299	24-Jun-1999
Mexico	TechniSand, Inc.	HYPERPROP	364,042	17-Feb-1999	616,078	25-Jun-1999

\* USPTO shows Fairmount Minerals, Inc. as current owner. U.S. Borrower is in the process of correcting the owner to be Fairmount Minerals, Ltd.