

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks filed at r/f 5108/0239		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		10/31/2017	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	FML Sand, LLC		
Street Address:	8834 MAYFIELD ROAD		
City:	Chesterland		
State/Country:	OHIO		
Postal Code:	44026		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3766731	TEXAS GOLD	
Registration Number:	4168883	TEXAS GOLD	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039269-0165		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	11/02/2017		
Total Attachments: 5			
source=Fairmount 2013 TM Release (FML Sand) rf 5108-0239#page1.tif			
source=Fairmount 2013 TM Release (FML Sand) rf 5108-0239#page2.tif			
source=Fairmount 2013 TM Release (FML Sand) rf 5108-0239#page3.tif			

CH \$65.00 3766731

source=Fairmount 2013 TM Release (FML Sand) rf 5108-0239#page4.tif

source=Fairmount 2013 TM Release (FML Sand) rf 5108-0239#page5.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 and FML Sand, LLC (“Grantor”) 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 Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor entered into that certain Trademark Security Agreement, dated as of September 5, 2013 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 Grantor’s right, title and interest in, to and under all of the Grantor’s 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 September 10, 2013 at Reel 5108 and Frame 0239; 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 Grantor.

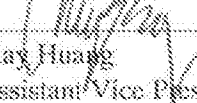
NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement and terminates, discharges, relinquishes and releases, as of the date hereof, its security interest in and lien on all of Grantor’s right, title and interest in, to and under the Trademark Collateral and Collateral Agent hereby re-assigns to Grantor 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.

[The remainder of this page is intentionally left blank.]

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: 0180

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

[See attached.]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Owner	Country	Trademark Registration Date	Trademark Reg. No. / Trademark Appl. Ser. No.
Texas Gold	FTS International Services, LLC (to be assigned to FML Sand, LLC)	Canada	N/A	Appl. Ser. No. 1518179
Texas Gold	FTS International Services, LLC (to be assigned to FML Sand, LLC)	China	N/A	Appl. Ser. No. A0/023,200
Texas Gold	FTS International Services, LLC (to be assigned to FML Sand, LLC)	European Union	February 10, 2011	Reg. No. 1,072,036; Appl. Ser. No. A0/023,200
Texas Gold	FTS International Services, LLC (to be assigned to FML Sand, LLC)	INTL (Madrid Protocol)	February 10, 2011	Reg. No. 1,072,036; Appl. Ser. No. A0/023,200
Texas Gold	FTS International Services, LLC (to be assigned to FML Sand, LLC)	Mexico	November 10, 2011	Reg. No. 1,250,459; Appl. Ser. No. 1187623
Texas Gold	FTS International Services, LLC (to be assigned to FML Sand, LLC)	US	March 30, 2010	Reg. No. 3,766,731; Appl. Ser. No. 77/795,317
TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	Argentina	N/A	Appl. Ser. No. 3112321
TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	Australia	August 17, 2011	Reg. No. 1,085,355; Appl. Ser. No. A0/025,185
TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	Brazil	N/A	Doc. No. 231108387383
TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	Canada	N/A	Appl. Ser. No. 1525630
TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	European Union	August 11, 2011	Reg. No. 1,085,355; Appl. Ser. No. A0/025,185
TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	INTL (Madrid Protocol)	June 30, 2011	Reg. No. 1,085,355; Appl. Ser. No. A0/025,185
TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	Mexico	November 9, 2011	Reg. No. 1,249,953; Appl. Ser. No. 1187178

{02140071.DOCX;2 }

TRADEMARK
REEL: 005108 FRAME: 0245
TRADEMARK
REEL: 006195 FRAME: 0182

TEXAS GOLD (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Sand, LLC)	US	July 3, 2012	Reg. No. 4,168,883; Appl. Ser. No. 85/267,331
---	--	----	--------------	--

{02140071.DOCX;2 }

RECORDED: 09/10/2013

RECORDED: 11/02/2017

TRADEMARK
REEL: 005108 FRAME: 0246
TRADEMARK
REEL: 006195 FRAME: 0183