

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fairmount Santrol Inc.		10/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
Internal Address:	27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3018597	AQUAQUARTZ	
Registration Number:	5048513	BIOBALLS	
Registration Number:	3197272	FLEX SAND	
Registration Number:	3236798	NEOZIEN	
Registration Number:	5180661	PREVENT	
Registration Number:	2958714	SPECTRAQUARTZ	
Registration Number:	1664639	SUPER DC	
Registration Number:	1692238	SUPER LC	
Registration Number:	2390284	TOP PRO	
Registration Number:	2371557	TOUR BLEND	
Registration Number:	2402488	TOUR GRADE	
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		
TRADEMARK			

CH \$290.00 3018597

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: 6 source=Fairmount - Trademark Security Agreement #page1.tif source=Fairmount - Trademark Security Agreement #page2.tif source=Fairmount - Trademark Security Agreement #page3.tif source=Fairmount - Trademark Security Agreement #page4.tif source=Fairmount - Trademark Security Agreement #page5.tif source=Fairmount - Trademark Security Agreement #page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 1, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "Grantors") in favor of Barclays Bank PLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties.

WHEREAS, the Grantors are party to the Pledge and Security Agreement dated as of November 1, 2017 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"): the trademarks, trade dress, service marks, certification marks, and collective marks listed in Schedule A attached hereto, and with respect to any and all of the foregoing: (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.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Section attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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 Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm 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 Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. TERMINATION

Upon the Payment in Full of the Secured Obligations in accordance with Section 9.08(d) of the Credit Agreement and termination of the Pledge and Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantors a written instrument in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST GRANTED HEREBY).

SECTION 6. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 7. INTERCREDITOR AGREEMENT

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of November 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among FMSA Inc. and the other Grantors, PNC Bank, National Association, as ABL Collateral Agent and Barclays Bank PLC, as Fixed Asset Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

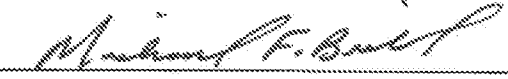
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


FAIRMOUNT SANTROL INC.

By: 
Name: Michael F. Biehl
Title: Executive Vice President, Chief Financial Officer, Assistant Secretary and Treasurer

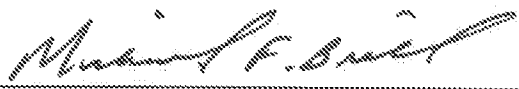
SELF-SUSPENDING PROPPANT LLC

By: 
Name: Michael F. Biehl
Title: Executive Vice President, Chief Financial Officer, Assistant Secretary and Treasurer

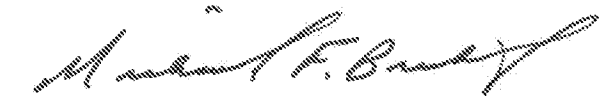
TECHNISAND, INC.

By: 
Name: Michael F. Biehl
Title: Executive Vice President, Chief Financial Officer, Assistant Secretary and Treasurer

FML RESIN, LLC

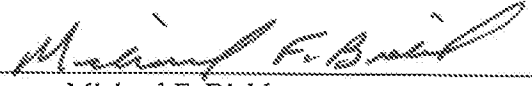
By: 
Name: Michael F. Biehl
Title: Executive Vice President, Chief Financial Officer, Assistant Secretary and Treasurer

BLACK LAB LLC

By: 
Name: Michael F. Biehl
Title: Executive Vice President, Chief Financial Officer, Assistant Secretary and Treasurer

[Signature Page to Fairmount Trademark Security Agreement]

FML SAND, LLC

By: 
Name: Michael F. Biehl
Title: Executive Vice President, Chief Financial
Officer, Assistant Secretary and Treasurer

[Signature Page to Fairmount Trademark Security Agreement]

TRADEMARK
REEL: 006195 FRAME: 0215

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: _____


Name: Namey Misy Hiding

Title: Assistant Vice President

[Signature Page to Fairmount Trademark Security Agreement]

TRADEMARK
REEL: 006195 FRAME: 0216

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Grantor	Serial No.	Filing Date	Registration No.	Registration Date
AQUAQUARTZ	Fairmount Santrol Inc.	78355883	1/22/2004	3,018,597	11/22/2005
BIOBALLS	Fairmount Santrol Inc.	86885091	1/25/2016	5,048,513	9/27/2016
BLACK LAB	Black Lab LLC	87148200	8/23/2016	5,198,721	5/9/2017
COLORSTONE FROM BLACK LAB CORP. & DESIGN	Black Lab Corp.	78412902	5/4/2004	3,366,590	1/8/2008
COOLSET	TechniSand, Inc.	86195600	2/17/2014	4,693,385	2/24/2015
CRYSTALPROP	FML Resin, LLC	85477680	11/21/2011	4,297,163	3/5/2013
FLEX SAND	Fairmount Santrol Inc.	78356138	1/23/2004	3,197,272	1/9/2007
HYPERPROP	TechniSand, Inc.	75656340	8/17/1998	2,601,555	7/30/2002
HYPERPROP G2	TechniSand, Inc.	86233089	3/26/2014	4,710,779	3/31/2015
NEOZIEN	Fairmount Santrol Inc.	78888110	5/19/2006	3,236,798	5/1/2007
OPTIPROP	TechniSand, Inc.	78607176	4/12/2005	3,076,616	4/4/2006
OPTIPROP G2	TechniSand, Inc.	86233091	3/26/2014	4,710,780	3/31/2015
POWERPROP	TechniSand, Inc.	86233106	3/26/2014	4,710,781	3/31/2015
PREMIER PARTIALLY CURED	FML Resin, LLC	85629119	5/18/2012	4,247,704	11/20/2012
PREVENT	Fairmount Santrol Inc.	87148051	8/23/2016	5,180,661	4/11/2017
PROPEL SSP	Self-Suspending Proppant LLC	86181544	1/31/2014	5,018,293	8/9/2016
SPECTRAQUARTZ	Fairmount Santrol Inc.	78369679	2/18/2004	2,958,714	5/31/2005
SSP	Self-Suspending Proppant LLC	85820013	1/10/2013	4,530,543	5/13/2014
SUPER DC	Fairmount Santrol Inc.	74035196	3/5/1990	1,664,639	11/19/1991
SUPER LC	Fairmount Santrol Inc.	74004303	11/21/1989	1,692,238	6/9/1992
SUPERSET U	TechniSand, Inc.	86233101	3/26/2014	4,706,817	3/24/2015
SUPERSET W	TechniSand, Inc.	74340665	12/16/1992	1,813,274	12/28/1993
TECHNISAND	TechniSand, Inc.	74222996	11/18/1991	1,706,113	8/11/1992
TECHNISAND TRUCOAT	TechniSand, Inc.	86955202	3/28/2016	5,157,790	3/7/2017
TEXAS GOLD	FML Sand, LLC	77795317	8/3/2009	3,766,731	3/30/2010
TEXAS GOLD & DESIGN	FML Sand, LLC	85267331	3/15/2011	4,168,883	7/3/2012
THS	TechniSand, Inc.	86233098	3/26/2014	4,706,816	3/24/2015
TLC	TechniSand, Inc.	86233095	3/26/2014	4,706,815	3/24/2015
TOP PRO	Fairmount Santrol Inc.	75476708	4/29/1998	2,390,284	9/26/2000
TOUR BLEND	Fairmount Santrol Inc.	75476611	4/29/1998	2,371,557	7/25/2000
TOUR GRADE	Fairmount Santrol Inc.	75476481	4/29/1998	2,402,488	11/7/2000