

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449427

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|---|--|-------------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FMLResin, LLC | | 10/31/2017 | Limited Liability Company: OHIO |
| 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: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4297163 | CRYSTALPROP | |
| Registration Number: | 4247704 | PREMIER PARTIALLY CURED | |
| 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: 6 | | | |
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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.

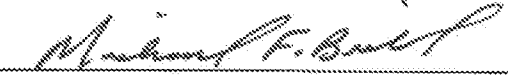
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


FAIRMOUNT SANTROL INC.

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

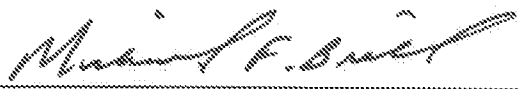
SELF-SUSPENDING PROPPANT LLC

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

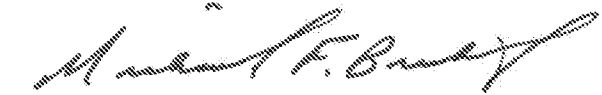
TECHNISAND, INC.

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

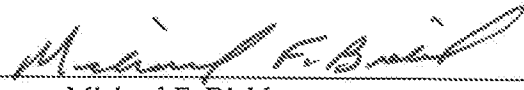
FML RESIN, LLC

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

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: 006202 FRAME: 0070

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]

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 |