

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM477384

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barclays Bank PLC		06/01/2018	Public Limited Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FML Sand, Inc.		
<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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3766731	TEXAS GOLD	
<b>Registration Number:</b>	4168883	TEXAS GOLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212 284 4986		
<b>Email:</b>	karolina.ebel@freshfields.com		
<b>Correspondent Name:</b>	Karolina Ebel		
<b>Address Line 1:</b>	601 Lexington Avenue, 31st Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	KAROLINA EBEL		
<b>SIGNATURE:</b>	/KE/		
<b>DATE SIGNED:</b>	06/09/2018		
<b>Total Attachments: 3</b>			
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source=FBD - Trademark Release - Barclays FML Sand#page2.tif			
source=FBD - Trademark Release - Barclays FML Sand#page3.tif			

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of June 1, 2018 (“Effective Date”) from Barclays Bank PLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties to FML Sand, Inc. (the “Grantors”). All capitalized terms used, but not defined, herein have the definition assigned to them in the Trademark Security Agreement (as defined below).

**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);

**WHEREAS**, in connection with and pursuant to the Pledge and Security Agreement the Grantors executed the Trademark Security Agreement, which was recorded at the United States Patent and Trademark Office on November 2, 2017 at Reel 6195, Frame 0323 (the “Trademark Security Agreement”);

**WHEREAS**, pursuant to the terms and conditions of the Trademark Security Agreement, the Grantors pledged and granted to the Collateral Agent a continuing security interest in all of Grantors’ right, title and interest in, to and under the Collateral, including the trademarks set forth on Schedule A attached hereto) (collectively, the “Trademark Collateral”); and

**NOW, THEREFORE**, without recourse and without representation and warranty and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby (i) terminates, cancels and releases any and all security interests it has against the Trademark Collateral, and (ii) terminates the Trademark Security Agreement with respect to such Trademark Collateral. To the extent the Collateral Agent has obtained any right, title or interest in or to the Trademark Collateral, the Collateral Agent hereby assigns and conveys all such right, title and interest in and to the Trademark Collateral to the respective Grantors.

The Collateral Agent shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release.

The Collateral Agent hereby authorizes and requests that the Commissioner of Trademarks record this Release.

This Release will be governed by 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. This Release 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 and constitute one and the same instrument.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the undersigned has executed this Release by its duly authorized representative as of the Effective Date.

**Barclays Bank PLC,**  
As Collateral Agent

By:  \_\_\_\_\_

Name: Craig Molson

Title: Managing Director

{Trademark Release - F.M.L. Sand, Inc.}

**SCHEDULE A**

**TRADEMARKS**

<b>Mark</b>	<b>Grantor</b>	<b>Serial No.</b>	<b>Reg. No.</b>
TEXAS GOLD	FML Sand, Inc.	77/795,317	3,766,731
TEXAS GOLD & DESIGN	FML Sand, Inc.	85/267,331	4,168,883