

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477388

<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>
PNC Bank, National Association		06/01/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fairmount Santrol 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: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78355883	AQUAQUARTZ	
<b>Serial Number:</b>	86885091	BIOBALLS	
<b>Serial Number:</b>	78356138	FLEX SAND	
<b>Serial Number:</b>	78888110	NEOZIEN	
<b>Serial Number:</b>	87148051	PREVENT	
<b>Serial Number:</b>	78369679	SPECTRAQUARTZ	
<b>Serial Number:</b>	74035196	SUPER DC	
<b>Serial Number:</b>	74004303	SUPER LC	
<b>Serial Number:</b>	75476708	TOP PRO	
<b>Serial Number:</b>	75476611	TOUR BLEND	
<b>Serial Number:</b>	75476481	TOUR GRADE	
<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		

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<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> source=Termination and Release of Trademark Security Agreement PNC Fairmount#page1.tif source=Termination and Release of Trademark Security Agreement PNC Fairmount#page2.tif source=Termination and Release of Trademark Security Agreement PNC Fairmount#page3.tif	

## **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Termination"), is dated as of June 1, 2018, and made by **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as Collateral Agent under the below-defined Security Agreement, having an office at 1900 East Ninth Street, 9th Floor, Mail Stop B7-YB13-09-5, Cleveland, OH 44114 ("Grantee") to Fairmount Santrol Inc., a Delaware corporation, Self-Suspending Proppant LLC, a Delaware limited liability company, TechniSand, Inc., a Delaware corporation, FML Resin, LLC, an Ohio limited liability company, Black Lab LLC, an Ohio limited liability company, and FML Sand, LLC, an Ohio limited liability company (collectively, "Grantors").

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of November 1, 2017 and that certain Trademark Security Agreement dated as of November 1, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time), made by Grantors in favor of Grantee (the "Security Agreement"), a security interest and continuing lien was granted by the Grantors to Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 6, 2017, at Reel 6197 and Frame 0654; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall have the meaning set forth in the Security Agreement and shall include all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

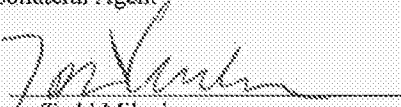
2. Release of Security Interest. Grantee hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Trademark Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest Grantee may have obtained in the Trademark Collateral.

3. Further Assurances. The Grantee shall take all further reasonable actions, and provide to Grantors and their successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of documents and instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Termination, at the sole cost and expense of Grantors.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**PNC BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: Todd Milenius  
Title: Senior Vice President

Signature Page to Termination of Trademark Security Agreement

**TRADEMARK**  
**REEL: 006350 FRAME: 0214**

**Schedule A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

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

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