

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A.		02/08/2019	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Preferred Unlimited Assets, LLC (assigned by Preferred Sands Holding Company, LLC)		
Street Address:	100 Matsonford Road		
Internal Address:	Suite 101		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4287610	P PREFERRED SANDS	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	mseiss@paulweiss.com, lfranco@paulweiss.com, cadinolfi@paulweiss.com		
Correspondent Name:	Marisa Seiss		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	19840-019		
NAME OF SUBMITTER:	Marisa Seiss		
SIGNATURE:	/Marisa Seiss/		
DATE SIGNED:	02/12/2019		
Total Attachments: 3			
source=Preferred Sands Holding - Trademark Release (Executed)#page1.tif			

CH \$40.00 4287610

source=Preferred Sands Holding - Trademark Release (Executed)#page2.tif

source=Preferred Sands Holding - Trademark Release (Executed)#page3.tif

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks (“Release”) is made as of February 8, 2019, by **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, as Second Lien Notes Collateral Agent (the “Second Lien Notes Collateral Agent”) in favor of **PREFERRED SANDS HOLDING COMPANY, LLC** (which assigned its Trademarks to **PREFERRED UNLIMITED ASSETS, LLC**, a Delaware limited liability with an address at 100 Matsonford Road, Suite 101, Radnor, Pennsylvania 19087 (the “Grantor”)).

WITNESSETH:

WHEREAS, the Issuer, Intermediate Holdings, Holdings, the other Debtors, as guarantors, the Trustee and the Second Lien Notes Collateral Agent have executed and delivered that certain Indenture, dated as of July 31, 2014 (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “Indenture”), governing the Senior Secured Second Lien Floating Rate Notes due 2021; and

WHEREAS, the Grantor has executed and delivered that certain Security Agreement, dated as of July 31, 2014, in favor of the Second Lien Notes Collateral Agent, pursuant to which the Grantor entered into a Notice of Grant of Security Interest in Trademarks (the “Trademark Security Agreement”) dated July 31, 2014 with the Second Lien Notes Collateral Agent, notice of which was recorded on August 1, 2014 at the United States Patent and Trademark Office at Reel 5335, Frame 0432.

Capitalized terms used but not otherwise defined herein have the meanings given to them in the Indenture or Trademark Security Agreement, as applicable.

WHEREAS, Grantor granted the Second Lien Notes Collateral Agent, under the terms of the Trademark Security Agreement, a continuing security interest (the “Security Interest”) in favor of the Second Lien Notes Collateral Agent, in and to all of its right, title and interest in, to and under its Trademark Collateral, including without limitation the Trademarks listed in Schedule A.

WHEREAS, the Second Lien Notes Collateral Agent has agreed to terminate and release its Security Interest in all such Trademark Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Second Lien Notes Collateral Agent hereby releases, terminates and discharges any and all of its interest in the Trademark Collateral of the Grantor, including the goodwill of the business symbolized thereby, and without representation and warranty assigns, transfers and conveys to Grantor the Security Interest in and to all of its right, title and interest in, to and under the Trademark Collateral.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Second Lien Notes Collateral Agent has caused this Release to be executed as of the day and year first written above.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
not in its individual capacity but solely as Second Lien
Notes Collateral Agent

By: 
Name: Melinda Wrzesinski
Title: Associate

SCHEDULE A
TRADEMARKS

Reel 5335, Frame 0432

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date
PREFERRED SANDS	United States	85/416,995	9/7/2011	4287610	2/12/2013
PREFERRED SANDS & Design	Canada	1567657	3/7/2012	TMA864371	11/5/2013