

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581595

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, RESIGNING COLLATERAL AGENT		06/16/2020	National Banking Association: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS SUCCESSOR COLLATERAL AGENT
Street Address:	500 Delaware Avenue
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	4416031	AQUACOR
Registration Number:	4416030	AQUACOR
Registration Number:	4054905	CHL
Registration Number:	3497579	CITRINE
Registration Number:	3322250	CS-POLYBREAK 210
Registration Number:	4636429	DIAMOND
Registration Number:	4451132	DIAMOND
Registration Number:	4189683	ECO GREEN
Registration Number:	4675488	ENERGIZE YOUR CAREER
Registration Number:	4151986	ENERGY SOLUTIONS. WORLDWIDE.
Registration Number:	4193471	F
Registration Number:	4193472	F
Registration Number:	4185461	F
Registration Number:	4204838	F
Registration Number:	4313998	F FTS INTERNATIONAL
Registration Number:	4318050	F FTS INTERNATIONAL
Registration Number:	4313999	F FTS INTERNATIONAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4314000	F FTS INTERNATIONAL
Registration Number:	4636479	F FTS INTERNATIONAL UNCONVENTIONAL BY DE
Registration Number:	4011448	FRAC TECH
Registration Number:	3522979	FT FRAC TECH
Registration Number:	4313997	FTS INTERNATIONAL
Registration Number:	4471425	FTS INTERNATIONAL MANUFACTURING
Registration Number:	4329229	FTS INTERNATIONAL PROPPANTS
Registration Number:	4332747	FTS INTERNATIONAL SERVICES
Registration Number:	4388204	FTS INTERNATIONAL WIRELINE
Registration Number:	4332750	FTSI
Registration Number:	4290177	FTSI PROPPANTS
Registration Number:	3437249	JADE
Registration Number:	4214082	NPD
Registration Number:	4108769	NPD-2000
Registration Number:	4177022	NPD-3000
Registration Number:	3428709	OPAL
Registration Number:	4210164	PPF
Registration Number:	3393387	PLATINUM
Registration Number:	3383301	RUBY
Registration Number:	4159362	SLICKWATER GREEN
Registration Number:	4159141	SW-GREEN
Registration Number:	3393386	TURQUOISE
Registration Number:	4018863	VS
Registration Number:	4752043	NUFLO
Registration Number:	4756069	UNCONVENTIONAL BY DESIGN
Serial Number:	86314435	JOBPILOT
Serial Number:	86422348	FTSI JP JOBPILOT
Serial Number:	86536238	AQUACOR
Serial Number:	86536206	AQUACOR

CORRESPONDENCE DATA

Fax Number: 2128066006

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.

Phone: 2128065400

Email: mvillarin@stroock.com

Correspondent Name: STROOCK & STROOCK & LAVAN LLP

Address Line 1: 180 Maiden Lane

Address Line 4: NEW YORK, NEW YORK 10038

ATTORNEY DOCKET NUMBER:	007061/0002
NAME OF SUBMITTER:	JEFFREY MANN
SIGNATURE:	/Jeffrey Mann/
DATE SIGNED:	06/16/2020

Total Attachments: 7

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**ASSIGNMENT AND ASSUMPTION OF
SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN TRADEMARKS (this “Assignment and Assumption”) effective as of June 16, 2020 (“Effective Date”) is made by WELLS FARGO BANK, NATIONAL ASSOCIATION having an address of 1525 West W.T. Harris Blvd, Charlotte, North Carolina 28262, as resigning Collateral Agent, as assignor (“Assignor”) and WILMINGTON SAVINGS FUND SOCIETY, FSB having an address of 500 Delaware Avenue, Wilmington, Delaware 19801, as successor Collateral Agent, as assignee (“Assignee”);

WHEREAS, FTS INTERNATIONAL, INC. (the “Grantor”) and Assignor entered into that certain Trademark Security Agreement dated April 16, 2014 (the “2014 Trademark Agreement”), that certain Trademark Security Agreement dated March 21, 2015 (the “2015 Trademark Agreement”) and that certain Trademark Security Agreement dated June 22, 2015 (the “Restated 2015 Trademark Agreement”, and together with the 2014 Trademark Agreement and the 2015 Trademark Agreement, collectively, the “Trademark Agreements”) pursuant to that certain Term Loan Agreement dated as of April 16, 2014 among and between Grantor, Assignor and the Lenders (as amended, restated, supplemented, or otherwise modified from time to time, the “Term Loan Agreement”), pursuant to which Assignor received from Grantor a continuing security interest in certain trademark rights set forth in the Trademark Agreements, including, but not limited to, the trademarks set forth on Exhibit A, (“Trademark Collateral”).

WHEREAS, the 2014 Trademark Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 5262 Frame 0745, the 2015 Trademark Agreement was recorded at the USPTO at Reel 5497 Frame 0945 and the Restated 2015 Trademark Agreement was recorded at the USPTO at Reel 5557 Frame 0764.

WHEREAS, pursuant to that certain Agency Resignation, Appointment, Acceptance and Waiver Agreement dated as of the date hereof by and among Assignor as resigning agent and Assignee as succeeding agent, among other parties (“Successor Agreement”), Assignor has assigned and transferred to Assignee all of all of its rights, powers, privileges and duties under the Term Loan Agreement, (including, without limitation, its Liens and security interests in the Collateral).

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Term Loan Agreement.
2. Assignor hereby, pursuant to the terms of the Successor Agreement, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor’s rights, title, interest, responsibilities, duties and obligations in, to and under the Trademark Agreements.

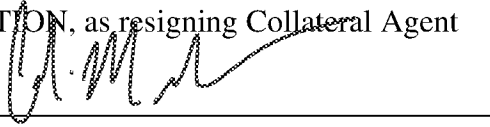
3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral registered thereat.
4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Successor Agreement, which is hereby incorporated by reference herein. The provisions of the Successor Agreement shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as resigning Collateral Agent

By: _____


Name: Corbin M. Womac
Title: Director

Accepted:

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as successor Collateral Agent

By: 

Name: Rye Goldsborough

Title: Assistant Vice President

Exhibit A

UNITED STATES TRADEMARKS

U.S. Registrations:

Owner	Registration Number	Description
FTS International Services, LLC	4416031	Aquacor (design in blue)
FTS International Services, LLC	4416030	Aquacor
FTS International Services, LLC	4054905	CHL
FTS International Services, LLC	3497579	CITRINE
FTS International Services, LLC	3322250	CS-POLYBREAK 210
FTS International Services, LLC	4636429	DIAMOND
FTS International Services, LLC	4451132	DIAMOND design
FTS International Services, LLC	4189683	ECO GREEN
FTS International Services, LLC	4675488	ENERGIZE YOUR CAREER
FTS International Services, LLC	4151986	ENERGY SOLUTIONS. WORLDWIDE.
FTS International Services, LLC	4193471	"F" (shield design)
FTS International Services, LLC	4193472	"F" (shield design in color)
FTS International Services, LLC	4185461	"F" (stylized design)
FTS International Services, LLC	4204838	"F" (stylized design in color)
FTS International Services, LLC	4313998	F FTS INTERNATIONAL (horizontal design plus words)
FTS International Services, LLC	4318050	F FTS INTERNATIONAL (horizontal design plus words in color)
FTS International Services, LLC	4313999	F FTS INTERNATIONAL (vertical design plus words)
FTS International Services, LLC	4314000	F FTS INTERNATIONAL (vertical design plus words in color)
FTS International Services, LLC	4636479	F FTS INTERNATIONAL Unconventional by Design (horizontal design plus
FTS International Services, LLC	4011448	FRAC TECH
FTS International Services, LLC	3522979	FT Frac Tech (logo & design)
FTS International Services, LLC	4313997	FTS INTERNATIONAL
FTS International Services, LLC	4471425	FTS INTERNATIONAL MANUFACTURING

FTS International Services, LLC	4329229	FTS INTERNATIONAL PROPPANTS
FTS International Services, LLC	4332747	FTS INTERNATIONAL SERVICES
FTS International Services, LLC	4388204	FTS INTERNATIONAL
FTS International Services, LLC	4332750	FTSI
FTS International Services, LLC	4290177	FTSI PROPPANTS
FTS International Services, LLC	3437249	JADE
FTS International Services, LLC	4214082	NPD
FTS International Services, LLC	4108769	NPD-2000
FTS International Services, LLC	4177022	NPD-3000
FTS International Services, LLC	3428709	OPAL
FTS International Services, LLC	4210164	PFP
FTS International Services, LLC	3393387	PLATINUM
FTS International Services, LLC	3383301	RUBY
FTS International Services, LLC	4159362	SLICKWATER GREEN
FTS International Services, LLC	4159141	SW-GREEN
FTS International Services, LLC	3393386	TURQUOISE
FTS International Services, LLC	4018863	VS (design)
FTS International Services, LLC	4752043	NuFLO
FTS International Services, LLC	4756069	Unconventional by Design

U.S. Applications:

Owner	Application Number	Description
FTS International Services, LLC	86/314,435	JobPilot
FTS International Services, LLC	86/422,348	JobPilot (design)
FTS International Services, LLC	86/536,238	Aquacor (design) (International Class 001)

FTS International Services, LLC	86/536,206	Aquacor (International Class 001)
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