

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM599008

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eagle Materials IP LLC		09/18/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRS Proppants LLC		
<b>Street Address:</b>	1000 Floral Vale Blvd., Ste 225		
<b>City:</b>	Yardley		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19067		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5868373	NWS	
<b>Registration Number:</b>	4455057	NWS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000558		
<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>	2146515066		
<b>Email:</b>	jeff.becker@haynesboone.com		
<b>Correspondent Name:</b>	Jeffrey M. Becker c/o Haynes and Boone		
<b>Address Line 1:</b>	2323 Victory Avenue, Suite 700		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	32314.140_08287		
<b>NAME OF SUBMITTER:</b>	Jeffrey M. Becker		
<b>SIGNATURE:</b>	/Jeffrey M. Becker/		
<b>DATE SIGNED:</b>	09/22/2020		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated and effective as of September 18, 2020 (the “**Effective Date**”), is entered into by and between Eagle Materials IP LLC, a Delaware limited liability company (“**Assignor**”), and CRS Proppants LLC, a Delaware limited liability company and affiliate of Assignor (“**Assignee**”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed in the attached Annex 1, the trademark applications and/or registrations therefor, together with the goodwill of the business associated therewith (hereinafter, the “**Marks**”); and

WHEREAS, this Trademark Assignment is being executed to effect (a) the assignment, transfer, conveyance and delivery from Assignor to Assignee of all of Assignor’s right, title and interest in and to the Marks, including, but not limited to, the right to recover damages for past, present or future infringement of the Marks, and (b) the assumption by Assignee of all obligations and liabilities arising out of or relating to the Marks.

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, warranties, covenants, conditions and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound by the terms hereof, agree as follows:

1. Assignor does hereby irrevocably convey, grant, set over, assign and transfer unto Assignee, its successors and assigns, without reservation of any rights, title or interest, all of Assignor’s right, title and interest in and to the Marks, including, but not limited to, the trademark applications and registrations therefor, all common law rights therein, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries or other legal representatives, as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made. Assignor further assigns to Assignee the right to sue for and recover damages, profits, payments, costs and/or attorneys’ fees for claims of infringement, unfair competition, likelihood of confusion, and/or dilution of the Marks, if any, arising before and after the Effective Date of this Trademark Assignment.
2. Assignor and Assignee shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to this Trademark Assignment.
3. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be duly executed on its behalf as of the date first written above.

**ASSIGNOR:**

**EAGLE MATERIALS IP LLC**

By:   
Name: Craig Kesler  
Title: Senior Vice President

**ASSIGNEE:**

**CRS PROPPANTS LLC**

By: \_\_\_\_\_  
Name: Robert Kynaston  
Title: President, Chief Financial Officer  
and Secretary

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be duly executed on its behalf as of the date first written above.

**ASSIGNOR:**

**EAGLE MATERIALS IP LLC**

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

Name: Craig Kesler

Title: Senior Vice President

**ASSIGNEE:**

**CRS PROPPANTS LLC**

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


Name: Robert Kynaston

Title: President, Chief Financial Officer  
and Secretary

**ANNEX 1  
TO TRADEMARK ASSIGNMENT**

Marks

**U.S. Federal Trademarks**

Mark	Serial Number	Registration Number	Registration Date
NWS	88/357,658	5868373	September 24, 2019
NWS (and Design in Color) 	85/955,062	4455057	December 24, 2013

**Unregistered Marks:**

- "NWS"
- "NWS" [and Design]
  
- Variations of any of the registered or unregistered trademarks and/or trade names listed on this Annex 1.
  
- All other registered and unregistered trademarks, service marks and trade names owned by Assignor that are exclusively or primarily related to the oil and gas proppants segment of Eagle Materials Inc., which produces and distributes frac sand used in oil and natural gas exploration.