# 900583097 12/01/2020 TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM611794

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as Collateral Agent		11/19/2020	national association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	FTS International Services, LLC
Street Address:	777 Main St., Suite 2900
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	Limited Liability Company: TEXAS

### **PROPERTY NUMBERS Total: 39**

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:	4451132	DIAMOND
Registration Number:	4189683	ECO GREEN
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
Registration Number:	4314000	F FTS INTERNATIONAL
Registration Number:	4011448	FRAC TECH
Registration Number:	3522979	FT FRAC TECH
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TRADEMARK

900583097 REEL: 007120 FRAME: 0288

Property Type	Number	Word Mark
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	PFP
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:	4636429	DIAMOND
Registration Number:	4636479	F FTS INTERNATIONAL UNCONVENTIONAL BY DE

### **CORRESPONDENCE DATA**

**Fax Number:** 3128637867

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:** 3128637267

**Email:** jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2:55 E Monroe St., Suite 3300Address Line 4:Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.567
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	12/01/2020

**Total Attachments: 11** 

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

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of November 19, 2020, is from U.S. Bank National Association, in its capacity as Collateral Agent (the "Collateral Agent") to FTS International Services, LLC (the "Grantor").

### WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of April 16, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted a security interest to the Collateral Agent in certain collateral;

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of April 16, 2014, by and between the Collateral Agent and the Grantor (the "<u>Trademark Security Agreement</u>"), the Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a security interest to the Collateral Agent in the Grantor's registered or applied for trademarks, trade names and service marks, including the trademarks listed in Schedule I hereto (collectively, the "Released Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 17, 2014 at Reel 5262, Frame 0761;

WHEREAS, on November 4, 2020, an order was entered confirming the Grantor's Joint Prepackaged Chapter 11 Plan of Reorganization (including all exhibits thereto, as further amended, modified or supplemented from time to time, the "Plan");

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Released Collateral in connection with and pursuant to the Plan;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth herein, the Collateral Agent hereby states as follows:

- <u>1.</u> <u>Definitions.</u> Capitalized terms used herein and not otherwise defined have the meanings specified in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release of Security Interest. The Collateral Agent hereby (i) terminates, cancels, releases, and discharges, without recourse, representation, or warranty, any and all security interest it has in or to the Released Collateral, including under the Security Agreement and the Trademark Security Agreement, and (ii) reassigns any and all such right, title, and interest (if any) that the Collateral Agent may have in the Released Collateral to the Grantor. Any right, title, or interest of the Collateral Agent in such Released Collateral shall hereby cease and become void.

3. <u>Further Assurances</u>. The Collateral Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor to effect the termination and release of the security interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release Of Security Interest In Trademarks by its duly authorized officer as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: San R. Bell

Name: Ian R. Bell
Title: Vice President

## SCHEDULE I

## 1. US TRADEMARK REGISTRATIONS

Reg. No.	<u>Date</u>
4416031	10/8/2013
4416030	10/8/2013
4054905	11/15/2011
3497579	9/9/2008
3322250	10/30/2007
4451132	12/17/2013
4189683	8/14/2012
4151986	5/29/2012
4193471	8/21/2012
4193472	8/21/2012
4185461	8/7/2012
4204838	9/11/2012
4313998	4/2/2013
4318050	4/9/2013
4313999	4/2/2013
ls 4314000	4/2/2013
4011448	8/16/2011
3522979	10/28/2008
4313997	4/2/2013
	4416031 4416030 4054905 3497579 3322250 4451132 4189683 4151986 4193471 4193472 4185461 4204838 4313998 4313998 4313999 ds 4314000 4011448 3522979

Mark	Reg. No.	<u>Date</u>
FTS INTERNATIONAL MANUFACTURING	4471425	1/21/2014
FTS INTERNATIONAL PROPPANTS	4329229	4/30/2013
FTS INTERNATIONAL SERVICES	4332747	5/7/2013
FTS INTERNATIONAL WIRELINE	4388204	8/20/2013
FTSI	4332750	5/7/2013
FTSI PROPPANTS	4290177	2/12/2013
JADE	3437249	5/27/2008
NPD	4214082	9/25/2012
NPD-2000	4108769	3/6/2012
NPD-3000	4177022	7/17/2012
OPAL	3428709	5/13/2008
PFP	4210164	9/18/2012
PLATINUM	3393387	3/4/2008
RUBY	3383301	2/12/2008
SLICKWATER GREEN	4159362	6/12/2012
SW-GREEN	4159141	6/12/2012
TURQUOISE	3393386	3/4/2008
VS (design)	4018863	8/30/2011

## 2. US TRADEMARK APPLICATIONS (NOW REGISTERED)

<u>Mark</u>	Appl. No. / Reg. No.	Reg. Date
DIAMOND	86226256 / 4636429	11/11/2014
F FTS INTERNATIONAL Unconventional by Design (horizontal design plus words)	86228572 / 4636479	3/21/2014

## 3. TRADEMARK LICENSES

Name of Agreement Date of Agreement Parties

None

## 4. FOREIGN TRADEMARK REGISTRATIONS

Country	<u>Mark</u>	Reg. No.
WIPO	CHL	1084396
Mexico	CHL (Int. Cl. 35)	1266604
Mexico	CHL (Int. Cl. 37)	1238597
Mexico	CHL (Int. Cl. 40)	1238598
European Union (WIPO)	"F" (shield design in color)	1105982
Mexico	"F" (shield design in color)	1332713
Australia (WIPO)	"F" (stylized design)	1476283 (AU No.) / 1106398 (WIPO No.)
European Union (WIPO)	"F" (stylized design)	1106398
Mexico	"F" (stylized design)	1332717
European Union (WIPO)	FFTS INTERNATIONAL (horizontal design plus words)	1106172
Mexico	FFTS INTERNATIONAL (horizontal design plus words)	1332715
European Union (WIPO)	FFTS INTERNATIONAL (vertical design plus words in color)	1105450
Mexico	FFTS INTERNATIONAL (vertical design plus words in color)	1332714
China (WIPO)	FRACTECH	1072356
European Union (WIPO)	FRACTECH	1072356
China (WIPO)	FT Frac Tech (logo and design)	1066207
European Union (WIPO)	FT Frac Tech (logo and design)	1066207
Argentina	FTS INTERNATIONAL (Int. Cl. 40)	2574724
European Union (WIPO)	FTS INTERNATIONAL	1105453
Mexico	FTS INTERNATIONAL	1332716

Country	<u>Mark</u>	Reg. No.
China (WIPO)	FTSI	1129118
European Union (WIPO)	FTSI	1129118
Mexico	FTSI (Int. Cl. 1)	1336222
Mexico	FTSI (Int. Cl. 40)	1336223
Argentina	NPD-2000	2572756
Australia (WIPO)	NPD-2000	1113274
China (WIPO)	NPD-2000	1113274
European Union (WIPO)	NPD-2000	1113274
Mexico	NPD-2000	1292126
Oman (WIPO)	NPD-2000	1113274
Argentina	NPD-3000	2572757
China (WIPO)	NPD-3000	1123027
European Union (WIPO)	NPD-3000	1123027
Mexico	NPD-3000	1292127
Argentina	SW-GREEN	2572758
Australia (WIPO)	SW-GREEN	1124015
China (WIPO)	SW-GREEN	1124015
European Union (WIPO)	SW-GREEN	1124015
Mexico	SW-GREEN	1292128
Australia (WIPO)	VS (design)	1087729
China (WIPO)	VS (design)	1085369
European Union (WIPO)	VS (design)	1085369
Mexico	VS (design)	1253770
Argentina	FTS INTERNATIONAL (Int. Cl. 1	3144472

## 5. FOREIGN TRADEMARK APPLICATIONS

Country	<u>Mark</u>	Appl. No.
Brazil	"F" (shield design in color)	840084714
Brazil	"F" (shield design in color)	840084692
Canada	"F" (shield design in color)	1558350
Saudi Arabia	"F" (shield design in color) (Int. Cl. 1)	177903
Saudi Arabia	"F" (shield design in color) (Int. Cl. 40)	177904
Brazil	"F" (stylized design) (Int. Cl. 1)	840084587
Brazil	"F" (stylized design) (Int. Cl. 40)	840084595
Canada	"F" (stylized design)	1558357
China (WIPO)	"F" (stylized design)	1106398
Oman (WIPO)	"F" (stylized design)	1106398
Saudi Arabia	"F" (stylized design) (Int. Cl. 1)	177911
Saudi Arabia	"F" (stylized design) (Int. Cl. 40)	177912
Brazil	FFTS INTERNATIONAL (horizontal design plus words) (Int. Cl. 1)	840084668
Brazil	FFTS INTERNATIONAL (horizontal design plus words) (Int. Cl. 40)	840084641
Canada	FFTS INTERNATIONAL (horizontal design plus words)	1558355
Oman (WIPO)	FFTS INTERNATIONAL (horizontal design plus words)	1106172
Saudi Arabia	FFTS INTERNATIONAL (horizontal design plus words) (Int. Cl. 1)	177907
Saudi Arabia	FFTS INTERNATIONAL (horizontal design plus words) (Int. Cl. 40)	177908
Brazil	FFTS INTERNATIONAL (vertical design plus words in color) (Int. Cl. 1)	840084684

Country	Mark	Appl. No.
Brazil	FFTS INTERNATIONAL (vertical design plus words in color) (Int. Cl. 40)	840084676
Oman (WIPO)	FFTS INTERNATIONAL (vertical design plus words in color)	1105450
Saudi Arabia	FFTS INTERNATIONAL (vertical design plus words in color) (Int. Cl. 1)	177905
Saudi Arabia	FFTS INTERNATIONAL (vertical design plus words in color) (Int. Cl. 40)	177906
Canada	FT Frac Tech (logo and design)	1521084
Brazil	FTS BRASIL (logo and design) (Int. Cl. 1)	840582870
Brazil	FTS BRASIL (logo and design) (Int. Cl. 40)	840582900
Brazil	FTS INTERNATIONAL	840084633
Brazil	FTS INTERNATIONAL	840084617
Canada	FTS INTERNATIONAL	1558356
Oman (WIPO)	FTS INTERNATIONAL	1105453
Saudi Arabia	FTS INTERNATIONAL (Int. Cl. 1)	177909
Saudi Arabia	FTS INTERNATIONAL (Int. Cl. 40)	177910
Argentina	FTSI (Int. Cl. 1)	3184055
Argentina	FTSI (Int. Cl. 40)	3184056
Brazil	FTSI (Int. Cl. 1)	840230940
Brazil	FTSI (Int. Cl. 40)	840230710
Canada	FTSI	1589654
Oman (WIPO)	FTSI	1129118
Saudi Arabia	FTSI (Int. Cl. 1)	185500
Saudi Arabia	FTSI (Int. Cl. 40)	185501

Country	<u>Mark</u>	Appl. No.
Brazil	NPD-2000	840007566
Saudi Arabia	NPD-2000	177900
Brazil	NPD-3000	840007558
Oman (WIPO)	NPD-3000	1123027
Canada	NPD-3000	1560495
Saudi Arabia	NPD-3000	177901
Brazil	SW-GREEN	840007540
Canada	SW-GREEN	1560498
Oman (WIPO)	SW-GREEN	1124015
Saudi Arabia	SW-GREEN	177902
Brazil	VS (design)	831171898

TRADEMARK
RECORDED: 12/01/2020 REEL: 007120 FRAME: 0301