

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM622765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Covia Solutions Inc.		12/31/2020	Corporation: DELAWARE
Covia Holdings LLC		12/31/2020	Limited Liability Company: DELAWARE
FML Sand, LLC		12/31/2020	Limited Liability Company: OHIO
Covia Specialty Minerals, Inc.		12/31/2020	Corporation: DELAWARE
Covia Canada Ltd.		12/31/2020	Private Limited Company: CANADA
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 74			
Property Type	Number	Word Mark	
Registration Number:	5576271	ACCEL	
Registration Number:	3018597	AQUAQUARTZ	
Registration Number:	5048513	BIOBALLS	
Registration Number:	5198721	BLACK LAB	
Registration Number:	5540568	COLORSTONE	
Registration Number:	4693385	COOLSET	
Registration Number:	3197272	FLEX SAND	
Registration Number:	2601555	HYPERPROP	
Registration Number:	4710779	HYPERPROP G2	
Registration Number:	5765720	IMAGINATION TAKES SHAPE!	
Registration Number:	3236798	NEOZIEN	
Registration Number:	3076616	OPTIPROP	
Registration Number:	4710780	OPTIPROP G2	

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Property Type	Number	Word Mark
Registration Number:	4710781	POWERPROP
Registration Number:	5180661	PREVENT
Registration Number:	5018293	PROPEL SSP
Registration Number:	2958714	SPECTRAQUARTZ
Registration Number:	4530543	SSP
Registration Number:	1664639	SUPER DC
Registration Number:	1692238	SUPER LC
Registration Number:	4706817	SUPERSET U
Registration Number:	1813274	SUPERSET W
Registration Number:	1706113	TECHNISAND
Registration Number:	5157790	TECHNISAND TRUCOAT
Registration Number:	3766731	TEXAS GOLD
Registration Number:	4706816	THS
Registration Number:	4706815	TLC
Registration Number:	2402488	TOUR GRADE
Registration Number:	5433945	TRUESET
Registration Number:	2390284	TOP PRO
Registration Number:	2371557	TOUR BLEND
Registration Number:	1810787	ACCUPACK
Registration Number:	1165992	ACCUSAND
Registration Number:	5940130	BACKSTOP
Registration Number:	1975164	CERASIL
Registration Number:	6069986	COVIA
Registration Number:	6070016	C COVIA
Registration Number:	5740650	DST
Registration Number:	1720297	FILTERSIL
Registration Number:	1012214	GLASSIL
Registration Number:	0958342	GRANUSIL
Registration Number:	3719083	HIFILL
Registration Number:	5514834	HIFILL
Registration Number:	0794255	IMSIL
Registration Number:	2418730	INCAST
Registration Number:	2329656	LIGHTHOUSE
Registration Number:	2326711	LIGHTHOUSE
Registration Number:	1805656	MATRIX
Registration Number:	2077857	MAXUM
Registration Number:	1878188	MINBLOC
Registration Number:	5471007	MINBLOC

Property Type	Number	Word Mark
Registration Number:	1704435	MINEX
Registration Number:	5587187	PORTAFLAME
Registration Number:	5587188	PORTARYTE
Registration Number:	2810726	PREMIERE
Registration Number:	3858152	PROPSTAR
Registration Number:	1745816	PURESIL
Registration Number:	2563512	ROYALE
Registration Number:	1985775	SANBLEND
Registration Number:	1748013	SILVER BOND
Registration Number:	2666449	SNOBRITE
Registration Number:	2555582	SNOFIL
Registration Number:	2044370	SPECTRUM
Registration Number:	2577789	STARCAST
Registration Number:	2937752	TRACSAND
Registration Number:	1520371	UNIBLAST
Registration Number:	1734840	UNIFRAC
Registration Number:	1604208	UNIMIN
Registration Number:	3398555	UNIMIN
Registration Number:	2695542	UNIPAR
Registration Number:	1494261	UNIPAR
Registration Number:	1685905	UNISPAR
Registration Number:	2698307	VANGUARD
Registration Number:	2813368	VANTAGE

CORRESPONDENCE DATA

Fax Number:

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: 212-660-3052

Email: mpalmisciano@sullivanlaw.com

Correspondent Name: Michael S. Palmisciano

Address Line 1: 1633 Broadway

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Michael S. Palmisciano
SIGNATURE:	/Michael S. Palmisciano/
DATE SIGNED:	01/27/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 31, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “Grantors”) in favor of Wilmington Savings Fund Society, FSB, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties.

WHEREAS, the Grantors are party to the Pledge and Security Agreement dated as of December 31, 2020 (the “Pledge and Security Agreement”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s rights, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “Trademark Collateral”): the trademarks, trade dress, service marks, certification marks, and collective marks of the Grantor, including those listed in Schedule A attached hereto, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Section attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if

any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST GRANTED HEREBY).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COVIA SOLUTIONS INC.

By: Andrew Eich
Name: Andrew D. Eich
Title: Chief Financial Officer

COVIA HOLDINGS LLC

By: Andrew Eich
Name: Andrew D. Eich
Title: Chief Financial Officer

FML SAND, LLC

By: Andrew Eich
Name: Andrew D. Eich
Title: Chief Financial Officer

COVIA SPECIALTY MINERALS, INC.

By: Andrew Eich
Name: Andrew D. Eich
Title: Chief Financial Officer

COVIA CANADA LTD.

By: Andrew Eich
Name: Andrew D. Eich
Title: Chief Financial Officer

Accepted and Agreed:

WILMINGTON SAVINGS FUND SOCIETY, FSB
as Collateral Agent

By: John McNichol
Name: John McNichol
Title: Trust Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007171 FRAME: 0763

SCHEDULE A

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Status	Application Number	Filing Date	Reg. Number	Issue Date	Record Owner ¹	Grantor
ACCEL	U.S.	Registered	86/944,258	3/17/2016	5,576,271	10/2/2018	Fairmount Santrol Inc.	Covia Solutions Inc.
AQUAQUARTZ	U.S.	Registered	78/355,883	1/22/2004	3,018,597	11/22/2005	Fairmount Santrol Inc.	Covia Solutions Inc.
BIOBALLS	U.S.	Registered	86/885,091	1/25/2016	5,048,513	9/27/2016	Fairmount Santrol Inc.	Covia Solutions Inc.
BLACK LAB	U.S.	Registered	87/148,200	8/23/2016	5,198,721	5/9/2017	Black Lab LLC	Covia Solutions Inc.
COLORSTONE	U.S.	Registered	87/751,677	1/11/2018	5,540,568	8/14/2018	Black Lab LLC	Covia Solutions Inc.
COOLSET	U.S.	Registered	86/195,600	2/17/2014	4,693,385	2/24/2015	TechniSand, Inc.	Covia Solutions Inc.
FLEX SAND	U.S.	Registered	78/356,138	1/23/2004	3,197,272	1/9/2007	Fairmount Santrol Inc.	Covia Solutions Inc.
HYPERPROP	U.S.	Registered	75/656,340	8/17/1998	2,601,555	7/30/2002	TechniSand, Inc.	Covia Solutions Inc.
HYPERPROP G2	U.S.	Registered	86/233,089	3/26/2014	4,710,779	3/31/2015	TechniSand, Inc.	Covia Solutions Inc.
IMAGINATION TAKES SHAPE!	U.S.	Registered	88/080,050	8/15/2018	5,765,720	5/28/2019	Covia Holdings Corporation	Covia Holdings LLC
LUMINEX	U.S.	Pending ITU	88/646,527	10/8/2019			Covia Holdings Corporation	Covia Holdings LLC
NEOZIEN	U.S.	Registered	78/888,110	5/19/2006	3,236,798	5/1/2007	Fairmount Santrol Inc.	Covia Solutions Inc.
OPTIPROP	U.S.	Registered	78/607,176	4/12/2005	3,076,616	4/4/2006	TechniSand, Inc.	Covia Solutions Inc.
OPTIPROP G2	U.S.	Registered	86/233,091	3/26/2014	4,710,780	3/31/2015	TechniSand, Inc.	Covia Solutions Inc.
POWERPROP	U.S.	Registered	86/233,106	3/26/2014	4,710,781	3/31/2015	TechniSand, Inc.	Covia Solutions Inc.
PREVENT	U.S.	Registered	87/148,051	8/23/2016	5,180,661	4/11/2017	Fairmount Santrol Inc.	Covia Solutions Inc.
PROPEL SSP	U.S.	Registered	86/181,544	1/31/2014	5,018,293	8/9/2016	Self-Suspending Proppant LLC	Covia Solutions Inc.
SPECTRAQUARTZ	U.S.	Registered	78/369,679	2/18/2004	2,958,714	5/31/2005	Fairmount Santrol Inc.	Covia Solutions Inc.
SSP	U.S.	Registered	85/820,013	1/10/2013	4,530,543	5/13/2014	Self-Suspending Proppant LLC	Covia Solutions Inc.

¹ Title update to be made with US PTO to reflect grantor as owner.

Mark	Country	Status	Application Number	Filing Date	Reg. Number	Issue Date	Record Owner ¹	Grantor
SUPER DC	U.S.	Registered	74/035,196	3/5/1990	1,664,639	11/19/1991	Fairmount Santrol Inc.	Covia Solutions Inc.
SUPER LC	U.S.	Registered	74/004,303	11/21/1989	1,692,238	6/9/1992	Fairmount Santrol Inc.	Covia Solutions Inc.
SUPERSET U	U.S.	Registered	86/233,101	3/26/2014	4,706,817	3/24/2015	TechniSand, Inc.	Covia Solutions Inc.
SUPERSET W	U.S.	Registered	74/340,665	12/16/1992	1,813,274	12/28/1993	TechniSand, Inc.	Covia Solutions Inc.
TECHNISAND	U.S.	Registered	74/222,996	11/18/1991	1,706,113	8/11/1992	TechniSand, Inc.	Covia Solutions Inc.
TECHNISAND TRUCOAT	U.S.	Registered	86/955,202	3/28/2016	5,157,790	3/7/2017	TechniSand, Inc.	Covia Solutions Inc.
TEXAS GOLD	U.S.	Registered	77/795,317	8/3/2009	3,766,731	3/30/2010	FML Sand, LLC	FML Sand, LLC
THS	U.S.	Registered	86/233,098	3/26/2014	4,706,816	3/24/2015	TechniSand, Inc.	Covia Solutions Inc.
TLC	U.S.	Registered	86/233,095	3/26/2014	4,706,815	3/24/2015	TechniSand, Inc.	Covia Solutions Inc.
TOUR GRADE	U.S.	Registered	75/476,481	4/29/1998	2,402,488	11/7/2000	Fairmount Santrol Inc.	Covia Solutions Inc.
TRUESET	U.S.	Registered	86/951,830	3/24/2016	5,433,945	3/27/2018	TechniSand, Inc.	Covia Solutions Inc.
TOP PRO	U.S.	Registered ²	75476708	4/29/1998	2390284	9/26/2000	Fairmount Santrol Inc.	Covia Solutions Inc.
TOUR BLEND	U.S.	Registered ³	75/476,661	4/29/1998	2371557	7/25/2000	Fairmount Santrol Inc.	Covia Solutions Inc.

Mark	Country	Status	Application Number	Filing Date	Issue Date	Reg. Number	Record Owner ⁴	Grantor
ACCUPACK	U.S.	Registered	74/212127	10/15/1991	12/14/1993	1810787	Covia Holdings Corporation	Covia Holdings LLC
ACCUSAND	U.S.	Registered	73/218532	6/6/1979	8/25/1981	1165992	Covia Holdings Corporation	Covia Holdings LLC
BACKSTOP	U.S.	Registered	88/354724	3/25/2019	12/17/2019	5940130	Covia Holdings Corporation	Covia Holdings LLC
CERASIL	U.S.	Registered	74/421212	8/6/1993	5/21/1996	1975164	Covia Holdings Corporation	Covia Holdings LLC
COVIA	U.S.	Registered	87/889265	4/23/2018	6/2/2020	6069986	Covia Holdings Corporation	Covia Holdings LLC
COVIA Logo	U.S.	Registered	87/924128	5/16/2018	6/2/2020	6070016	Covia Holdings Corporation	Covia Holdings LLC
DST	U.S.	Registered	87/615304	9/20/2017	4/30/2019	5740650	Covia Holdings Corporation	Covia Holdings LLC
DST	U.S.	Pending ITU	88/170777	10/26/2018	*	*	Covia Holdings Corporation	Covia Holdings LLC

² Will lapse in due course and will not be renewed/maintained.

³ Will lapse in due course and will not be renewed/maintained.

⁴ Title update to be made with US PTO to reflect grantor as owner.

Mark	Country	Status	Application Number	Filing Date	Issue Date	Reg. Number	Record Owner ¹	Grantor
DUSTSHIELD	U.S.	Pending ITU	86/875589	1/14/2016	*	*	Covia Holdings Corporation	Covia Holdings LLC
FILTERSIL	U.S.	Registered	74/212126	10/15/1991	9/29/1992	1720297	Covia Holdings Corporation	Covia Holdings LLC
GLASSIL	U.S.	Registered	73/029158	8/9/1974	6/3/1975	1012214	Covia Holdings Corporation	Covia Holdings LLC
GRANUSIL	U.S.	Registered	72/422498	4/26/1972	5/8/1973	0958342	Covia Holdings Corporation	Covia Holdings LLC
HIFILL	U.S.	Registered	77/246154	8/3/2007	12/1/2009	3719083	Covia Holdings Corporation	Covia Holdings LLC
HFILL	U.S.	Registered	87/399514	4/5/2017	7/10/2018	5514834	Covia Holdings Corporation	Covia Holdings LLC
IMSIL	U.S.	Registered	72/205589	11/5/1964	8/17/1965	0794255	Covia Specialty Minerals Inc.	Covia Specialty Minerals Inc.
INCAST	U.S.	Registered	75/673006	4/2/1999	1/9/2001	2418730	Covia Holdings Corporation	Covia Holdings LLC
LIGHTHOUSE & DESIGN (Play Sand)	U.S.	Registered	75/704976	5/13/1999	3/14/2000	2329656	Covia Holdings Corporation	Covia Holdings LLC
LIGHTHOUSE & DESIGN (Pool Filter Sand)	U.S.	Registered	75/704372	5/13/1999	3/7/2000	2326711	Covia Holdings Corporation	Covia Holdings LLC
MATRIX	U.S.	Registered	74/272612	5/5/1992	11/23/1993	1805656	Covia Holdings Corporation	Covia Holdings LLC
MAXUM	U.S.	Registered	74/598416	11/14/1994	7/8/1997	2077857	Covia Holdings Corporation	Covia Holdings LLC
MILE 360	U.S.	Pending ITU	88776207	1/28/2020	*	*	Covia Holdings Corporation	Covia Holdings LLC
MINBLOC	U.S.	Registered	74/392942	5/21/1993	2/7/1995	1878188	Covia Specialty Minerals Inc.	Covia Specialty Minerals Inc.
MINBLOC	U.S.	Registered	87/399559	4/5/2017	5/15/2018	5471007	Covia Specialty Minerals Inc.	Covia Specialty Minerals Inc.
MINEX	U.S.	Registered	74/146811	3/8/1991	8/4/1992	1704435	Covia Canada Ltd.	Covia Canada Ltd.
PORTAFLAME	U.S.	Registered	87/420604	4/21/2017	10/16/2018	5587187	Covia Holdings Corporation	Covia Holdings LLC
PORTARYTE	U.S.	Registered	87/420614	4/21/2017	10/16/2018	5587188	Covia Holdings Corporation	Covia Holdings LLC
PREMIERE	U.S.	Registered	78/227574	3/19/2003	2/3/2004	2810726	Covia Holdings Corporation	Covia Holdings LLC
PROPSTAR	U.S.	Registered	77/852501	10/20/2009	10/5/2010	3858152	Covia Holdings Corporation	Covia Holdings LLC
PURESIL	U.S.	Registered	74/212187	10/15/1991	1/12/1993	1745816	Covia Holdings Corporation	Covia Holdings LLC
ROYALE	U.S.	Registered	76/214609	2/23/2001	4/23/2002	2563512	Covia Holdings Corporation	Covia Holdings LLC
SANBLEND	U.S.	Registered	74/720056	8/25/1995	7/9/1996	1985775	Covia Holdings Corporation	Covia Holdings LLC
SILVER BOND	U.S.	Registered	74/287838	6/24/1992	1/26/1993	1748013	Covia Specialty Minerals Inc.	Covia Specialty Minerals Inc.

Mark	Country	Status	Application Number	Filing Date	Issue Date	Reg. Number	Record Owner ¹	Grantor
SNOBRITE	U.S.	Registered	76/383015	3/18/2002	12/24/2002	2666449	Covia Holdings Corporation	Covia Holdings LLC
SNOFIL	U.S.	Registered	76/214281	2/23/2001	4/2/2002	2555582	Covia Holdings Corporation	Covia Holdings LLC
SPECTRUM	U.S.	Registered	74/598887	11/14/1994	3/11/1997	2044370	Covia Holdings Corporation	Covia Holdings LLC
STARCAST	U.S.	Registered	76/162153	11/9/2000	6/11/2002	2577789	Covia Holdings Corporation	Covia Holdings LLC
TRACSAND	U.S.	Registered	78/286130	8/12/2003	4/5/2005	2937752	Covia Holdings Corporation	Covia Holdings LLC
UNIBLAST	U.S.	Registered	73/724592	4/25/1988	1/17/1989	1520371	Covia Holdings Corporation	Covia Holdings LLC
UNIFRAC	U.S.	Registered	74/212058	10/15/1991	11/24/1992	1734840	Covia Holdings Corporation	Covia Holdings LLC
UNIMIN	U.S.	Registered	73/777288	1/30/1989	7/3/1990	1604208	Covia Holdings Corporation	Covia Holdings LLC
UNIMIN	U.S.	Registered	78/910036	6/16/2006	3/18/2008	3398555	Covia Holdings Corporation	Covia Holdings LLC
UNIPAR	U.S.	Registered	76/417181	6/6/2002	3/11/2003	2695542	Covia Holdings Corporation	Covia Holdings LLC
UNIPAR	U.S.	Registered	73/679592	8/21/1987	6/28/1988	1494261	Covia Holdings Corporation	Covia Holdings LLC
UNISPAR	U.S.	Registered	74/176504	6/17/1991	5/12/1992	1685905	Covia Specialty Minerals Inc.	Covia Specialty Minerals Inc.
VANGUARD	U.S.	Registered	76/086989	7/12/2000	3/18/2003	2698307	Covia Holdings Corporation	Covia Holdings LLC
VANTAGE	U.S.	Registered	76/086771	7/12/2000	2/10/2004	2813368	Covia Holdings Corporation	Covia Holdings LLC