

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Profrac Services, LLC		03/04/2022	Limited Liability Company: TEXAS
Best Pump and Flow, LLC		03/04/2022	Limited Liability Company: TEXAS
FTS International Services, LLC		03/04/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	PIPER SANDLER FINANCE LLC		
Street Address:	1251 Avenue of the Americas, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	6177879	PROFRAC	
Registration Number:	6177880	PROFRAC	
Registration Number:	4636429	DIAMOND	
Registration Number:	4675488	ENERGIZE YOUR CAREER	
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:	3522979	FT FRAC TECH	
Registration Number:	4313997	FTS INTERNATIONAL	
Registration Number:	4471425	FTS INTERNATIONAL MANUFACTURING	

CH \$1140.00 6177879

Property Type	Number	Word Mark
Registration Number:	4332747	FTS INTERNATIONAL SERVICES
Registration Number:	4332750	FTSI
Registration Number:	4752043	NUFLO
Registration Number:	4210164	PFP
Registration Number:	6019852	FRACCREST HB
Registration Number:	6019853	FRACCREST HBC
Registration Number:	6019854	FRACWAVE HV
Registration Number:	6038026	SCALE-DEFENDER P
Registration Number:	6038027	FRAC-XL I
Registration Number:	6043414	FRAC-XL D
Registration Number:	6019855	FRACSURF NS
Registration Number:	6034711	FRACSURF NE
Registration Number:	6019856	KLAY-BLOCK T
Registration Number:	6024998	KLAY-BLOCK P
Registration Number:	6043415	B-LOW
Registration Number:	6070304	B-HIGH PLUS
Registration Number:	6070305	OXI-HIB LT
Registration Number:	6070306	OXI-HIB HT
Registration Number:	6070307	FRACBREAK LP
Registration Number:	6070308	FRACBREAK AP
Registration Number:	6070309	FRACBREAK LT
Registration Number:	6070310	FRACBREAK HT
Registration Number:	6034712	FERROHIB 100
Registration Number:	6038028	FERROHIB 200
Registration Number:	6170073	FRACCREST LB
Registration Number:	6112726	FRACWAVE GEL 4.0
Registration Number:	6254864	FRAC SURF W
Registration Number:	6511818	SCALE-DEFENDER
Registration Number:	6502673	FRACSURF
Serial Number:	76100265	BEST

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Ke Yang Xia

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 63728.005

NAME OF SUBMITTER: Ke Yang Xia

SIGNATURE: /Ke Yang Xia/

DATE SIGNED: 03/04/2022

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of March 4, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of PIPER SANDLER FINANCE LLC, as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain Term Loan Credit Agreement, dated as of March 4, 2022 (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), by and among ProFrac Holdings II, LLC, a Texas limited liability company (the “*Borrower*”), ProFrac Holdings, LLC, a Texas limited liability company (“*Holdings*”), the other Guarantors party thereto from time to time, the Lenders party thereto from time to time and Piper Sandler Finance LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “*Collateral Agent*”);

WHEREAS, as a condition precedent to the entering into of the Credit Agreement, the maintaining and making of the Term Loans and Lenders’ and their Affiliates’ willingness to extend other financial accommodations under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of March 4, 2022 made by the Grantors, certain other parties and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used but not defined herein shall have the meanings ascribed therein);

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the USPTO and the USCO, as applicable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1 Grant of Security. As security for the due and prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) by each Grantor of all of its Obligations under the Credit Agreement, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in or to any and all of the following properties and assets of such Grantor and all powers and rights of such Grantor in all of the following (including the power to transfer rights in the following), whether now owned or existing or at any time hereafter acquired or arising, regardless of where located (the “*IP Collateral*”):

(A) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”); and

(C) the copyright registrations and applications owned or exclusively licensed as set forth in Schedule C hereto (the “*Copyrights*”);

SECTION 2 Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and, to the extent agreed upon and applicable, any other applicable government office, record this IP Security Agreement.

SECTION 3 Execution in Counterparts. This IP Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement. This IP Security Agreement may be authenticated by manual signature, facsimile or other electronic communication, and the effectiveness of this IP Security Agreement and signatures thereon shall have the same force and effect as manually signed originals and shall be binding on all parties thereto. The Collateral Agent may require that any such signatures be confirmed by a manually signed original thereof, provided that the failure to request or deliver the same shall not limit the effectiveness of any signature delivered electronically or by facsimile.

SECTION 4 Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between this IP Security Agreement and the Security Agreement, the Security Agreement shall govern and control.

SECTION 5 Governing Law. THIS IP SECURITY AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK; PROVIDED, FURTHER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

[Signature Page Follows]

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

GRANTORS:

PROFRAC SERVICES, LLC

By: _____

Name: Ladd Wilks

Title: Chief Executive Officer

BEST PUMP AND FLOW, LLC

By: _____

Name: Robert Willette

Title: Secretary

With respect to FTS and the FTS Subsidiaries,
effective immediately upon consummation of the
FTS Acquisition:

FTS INTERNATIONAL SERVICES, LLC

By: _____

Name: Matthew Wilks

Title: Executive Director

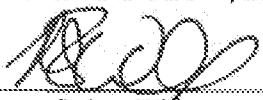
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

PROFRAC SERVICES, LLC

By: _____
Name: Ladd Wilks
Title: Chief Executive Officer

BEST PUMP AND FLOW, LLC

By:  _____
Name: Robert Willette
Title: Secretary

With respect to FTS and the FTS Subsidiaries,
effective immediately upon consummation of the
FTS Acquisition:

FTS INTERNATIONAL SERVICES, LLC

By: _____
Name: Matthew Wilks
Title: Executive Director

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

GRANTORS:

PROFRAC SERVICES, LLC

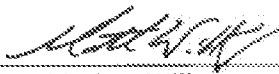
By: _____
Name: Ladd Wilks
Title: Chief Executive Officer

BEST PUMP AND FLOW, LLC

By: _____
Name: Robert Willette
Title: Secretary

With respect to FTS and the FTS Subsidiaries,
effective immediately upon consummation of the
FTS Acquisition:

FTS INTERNATIONAL SERVICES, LLC

By:  _____
Name: Matthew Wilks
Title: Executive Director

COLLATERAL AGENT:

PIPER SANDLER FINANCE LLC, as the
Collateral Agent

By: 

Name: Amrit Agrawal
Title: Chief Investment Officer

[Signature Page to IP Security Agreement]