

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FTS International Services, LLC		09/05/2013	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	FML Resin, LLC
Street Address:	8834 Mayfield Road
City:	Chesterland
State/Country:	OHIO
Postal Code:	44026
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4297163	CRYSTALPROP
Registration Number:	3931169	GREENPROP
Registration Number:	3931170	GREENPROP
Registration Number:	4247704	PREMIER PARTIALLY CURED
Registration Number:	3906027	PROPPANT SPECIALISTS
Registration Number:	3937648	PROPPANT SPECIALISTS
Registration Number:	3931167	SPEARPROP
Registration Number:	3934598	SPEARPROP
Registration Number:	3928645	SPS
Registration Number:	3928671	SPS

CORRESPONDENCE DATA

Fax Number: 2128366599

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**TRADEMARK**

*via US Mail.*

Phone: 2128368399  
Email: Marci.Settle@kayescholer.com  
Correspondent Name: Marci Settle  
Address Line 1: 425 Park Avenue  
Address Line 2: Kaye Scholer LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	21259-0007
NAME OF SUBMITTER:	Marci Settle
Signature:	/marci settle/
Date:	09/10/2013

**Total Attachments: 5**

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**EXECUTION VERSION**

**U.S. TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of September 5, 2013, is made by and among FTS International Services, LLC a Texas limited liability company ("Assignor"), FML Sand, LLC, an Ohio limited liability company ("FML Sand") and FML Resin, LLC, an Ohio limited liability company ("FML Resin", together with FML Sand, the "Assignees", each an "Assignee").

WHEREAS, Assignor and certain of its affiliates and Assignees' parent, Fairmount Minerals, Inc. ("Fairmount") are parties to that certain Asset Purchase Agreement, dated as of July 23, 2013 (the "Purchase Agreement"), according to which Assignor sold, conveyed, transferred, assigned and delivered to Fairmount and certain of its subsidiaries, including the Assignees, certain assets including the U.S. registered trademarks (and any goodwill with respect thereto) and the title thereto set forth on Schedule A (the "U.S. Trademarks");

WHEREAS, the Purchase Agreement provides for the execution of additional and confirming documents appropriate to carrying out the intentions of the parties including to make any filings with any governmental authority; and

WHEREAS, the parties desire to execute this Assignment for filing with the United States Patent and Trademark Office.

NOW, THEREFORE, for the good and valuable consideration recited in the Purchase Agreement, the receipt of which is hereby acknowledged, and in fulfillment of its obligations under the Purchase Agreement:

Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to FML Sand and FML Resin, respectively, all of Assignor's right, title, and interest in and to the U.S. Trademarks designated next to such Assignee in Schedule A and all registrations, applications therefor and renewals and extensions of the foregoing in the United States that are or may be secured under the laws of the United States, now or hereafter in effect, for each Assignee's own use and enjoyment, and for the use and enjoyment of each Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with any income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the U.S. Trademarks, with the right to sue for and collect the same for such Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

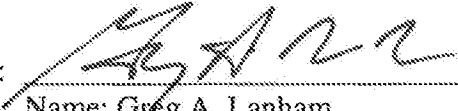
Assignor authorizes and requests the Director of the United States Patents and Trademark Office to record each Assignee as the assignee and owner of the U.S. Trademarks designated next to such Assignee in Schedule A, and issue any and all registrations thereon to each Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of such Assignee and its successors, assigns or other legal representatives.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**[remainder of page intentionally left blank]**

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative effective as of the date first written above.

**FTS INTERNATIONAL SERVICES, LLC**

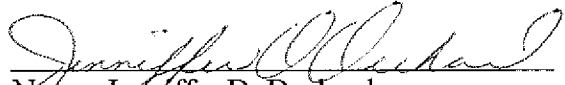
By:   
Name: Greg A. Lanham  
Title: Chief Executive Officer

*[Signature Page to US Registered Trademark Assignment Agreement]*

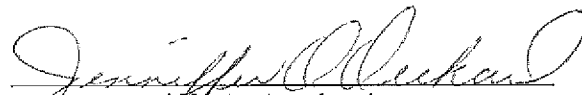
**TRADEMARK  
REEL: 005108 FRAME: 0169**

Accepted and Agreed to as of  
the date first written above by:

**FML SAND, LLC**

By:   
Name: Jennifer D. Deckard  
Title: President and Chief Executive Officer

**FML RESIN, LLC**

By:   
Name: Jennifer D. Deckard  
Title: President and Chief Executive Officer

*[Signature Page to US Registered Trademark Assignment Agreement]*

**SCHEDULE A**

**U.S. TRADEMARKS**

<b><u>TRADEMARK</u></b>	<b><u>COUNTRY</u></b>	<b><u>FILING DATE</u></b>	<b><u>REGISTRATION DATE</u></b>	<b><u>TRADEMARK RE.NO./TRADEMARK APPL. SER. NO.</u></b>	<b><u>STATUS</u></b>	<b><u>ASSIGNEE</u></b>
CRYSTALPROP (word)	US	November 21, 2011	March 5, 2013	Reg. No. 4,297,163; Appl. Ser. No. 85/477,680	Active; Reg. No. 4,297,163	FML RESIN
Greenprop	US	September 3, 2010	March 15, 2011	Reg. No. 3,931,169; Appl. Ser. No. 85/122,567	Active; Reg. No. 3,931,169	FML RESIN
GREENPROP (design plus words) (b&w)	US	September 3, 2010	March 15, 2011	Reg. No. 3,931,170; Appl. Ser. No. 85/122,590	Active; Reg. No. 3,931,170	FML RESIN
PREMIER PARTIALLY CURED (word)	US	May 18, 2012	November 20, 2012	Reg. No. 4,247,704 Appl. Ser. No. 85/629,119	Active; Reg. No. 4,247,704	FML RESIN
Proppant Specialists	US	July 27, 2010	January 11, 2011	Reg. No. 3,906,027; Appl. Ser. No. 85/094,045 Supplemental Register	Active; Reg. No. 3,906,027	FML RESIN
PROPPANT SPECIALISTS (design plus words) (b&w)	US	July 27, 2010	March 29, 2011	Reg. No. 3,937,648; Appl. Ser. No. 85/094,105	Active; Reg. No. 3,937,648	FML RESIN
SPEARPROP	US	August 30, 2010	March 15, 2011	Reg. No. 3,931,167; Appl. Ser. No. 85/118,387	Active; Reg. No. 3,931,167	FML RESIN
SPEARPROP (design plus words) (b&w)	US	August 30, 2010	March 22, 2011	Reg. No. 3,934,598; Appl. Ser. No. 85/118,874	Active; Reg. No. 3,934,598	FML RESIN
SPS	US	July 20, 2010	March 8, 2011	Reg. No. 3,928,645; Appl. Ser. No. 85/088,845	Active; Reg. No. 3,928,645	FML RESIN
SPS (design plus words) (b&w)	US	July 23, 2010	March 8, 2011	Reg. No. 3,928,671; Appl. Ser. No. 85/091,457	Active; Reg. No. 3,928,671	FML RESIN
Texas Gold	US	August 3, 2009	March 30, 2010	Reg. No. 3,766,731; Appl. Ser. No. 77/795,317	Active; Reg. No. 3,766,731	FML SAND
TEXAS GOLD (design plus words) (b&w)	US	March 15, 2011	July 3, 2012	Reg. No. 4,168,883; Appl. Ser. No. 85/267,331	Active; Reg. No. 4,168,883	FML SAND