

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FML Resin, LLC		09/05/2013	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
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:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$265.00 4297163

via US Mail.

Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	039269-0165
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	09/10/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 5, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entity identified as grantor on the signature pages hereto (the "Grantor") in favor of Barclays Bank PLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties.

WHEREAS, the Grantor is party to the U.S. Pledge and Security Agreement dated as of August 5, 2010 (as it may be from time to time amended, restated, modified or supplemented, the "Pledge and Security Agreement") between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor 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 Grantor hereby agrees 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. The 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 right, 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 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 Grantor hereby acknowledges and affirms 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. Termination

Upon the Payment in Full of the Obligations in accordance with Section 9.08(d) of the Credit Agreement and termination of the Pledge and Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantor a written instrument in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. 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 6. 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.

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Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By Vanessa A. Kurbatskiy
Name:
Title: **Vanessa A. Kurbatskiy**
Vice President

*Signature Page to
Trademark Security Agreement*

TRADEMARK
REEL: 005108 FRAME: 0252

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Owner	Country	Trademark Registration Date	Trademark Reg. No./ Trademark Appl. Ser. No.
CRYSTALPROP (word)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	US	N/A	Reg. No. 4,297,163; Appl. Ser. No. 85/477,680
Greenprop	FTS International Services, LLC (to be assigned to FML Resin, LLC)	Canada	N/A	Appl. Ser. No. 1512186
Greenprop	FTS International Services, LLC (to be assigned to FML Resin, LLC)	China	January 17, 2011	Reg. No. 1,067,277; Appl. Ser. No. A0/022,850
Greenprop	FTS International Services, LLC (to be assigned to FML Resin, LLC)	European Union	January 17, 2011	Reg. No. 1,067,277; Appl. Ser. No. A0/022,850
Greenprop	FTS International Services, LLC (to be assigned to FML Resin, LLC)	INTL (Madrid Protocol)	January 17, 2011	Reg. No. 1,067,277; Appl. Ser. No. A0/022,850
Greenprop	FTS International Services, LLC (to be assigned to FML Resin, LLC)	Mexico	August 25, 2011	Reg. No. 1,235,268; Appl. Ser. No. 1165782
Greenprop	FTS International Services, LLC (to be assigned to FML Resin, LLC)	US	March 15, 2011	Reg. No. 3,931,169; Appl. Ser. No. 85/122,567
GREENPROP (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	Canada	N/A	Appl. Ser. No. 1521287
GREENPROP (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	European Union	January 17, 2011	Reg. No. 1,066,206; Appl. Ser. No. A0/022,851
GREENPROP (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	INTL (Madrid Protocol)	January 17, 2011	Reg. No. 1,066,206; Appl. Ser. No. A0/022,851
GREENPROP (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	Mexico	August 25, 2011	Reg. No. 1,235,267; Appl. Ser. No. 1165781
GREENPROP (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	US	March 15, 2011	Reg. No. 3,931,170; Appl. Ser. No. 85/122,590
PREMIER PARTIALLY CURED (word)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	US	November 20, 2012	Reg. No. 4,247,704 Appl. Ser. No. 85/629,119

Proppant Specialists	FTS International Services, LLC (to be assigned to FML Resin, LLC)	INTL (Madrid Protocol)	January 27, 2011	Reg. No. 1,068,444; Appl. Ser. No. A0/022,994
Proppant Specialists	FTS International Services, LLC (to be assigned to FML Resin, LLC)	US	January 11, 2011	Reg. No. 3,906,027; Appl. Ser. No. 85/094,045 Supplemental Register
PROPPANT SPECIALISTS (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	European Union	January 27, 2011	Reg. No. 1,068,517; Appl. Ser. No. A0/022,993
PROPPANT SPECIALISTS (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	INTL (Madrid Protocol)	January 27, 2011	Reg. No. 1,068,517; Appl. Ser. No. A0/022,993
PROPPANT SPECIALISTS (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	US	March 29, 2011	Reg. No. 3,937,648; Appl. Ser. No. 85/094,105
SPEARPROP	FTS International Services, LLC (to be assigned to FML Resin, LLC)	Canada	N/A	Appl. Ser. No. 1521288
SPEARPROP	FTS International Services, LLC (to be assigned to FML Resin, LLC)	China	January 17, 2011	Reg. No. 1,066,908; Appl. Ser. No. A0/022,852
SPEARPROP	FTS International Services, LLC (to be assigned to FML Resin, LLC)	European Union	January 17, 2011	Reg. No. 1,066,908; Appl. Ser. No. A0/022,852
SPEARPROP	FTS International Services, LLC (to be assigned to FML Resin, LLC)	INTL (Madrid Protocol)	January 17, 2011	Reg. No. 1,066,908; Appl. Ser. No. A0/022,852
SPEARPROP	FTS International Services, LLC (to be assigned to FML Resin, LLC)	Mexico	August 9, 2011	Reg. No. 1,232,003; Appl. Ser. No. 1165779
SPEARPROP	FTS International Services, LLC (to be assigned to FML Resin, LLC)	US	March 15, 2011	Reg. No. 3,931,167; Appl. Ser. No. 85/118,387
SPEARPROP (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	Canada	N/A	Appl. Ser. No. 1521291
SPEARPROP (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	China	March 22, 2011	Reg. No. 1,073,848; Appl. Ser. No. A0/023,827
SPEARPROP (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	European Union	March 22, 2011	Reg. No. 1,073,848; Appl. Ser. No. A0/023,827
SPEARPROP (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	INTL (Madrid Protocol)	March 22, 2011	Reg. No. 1,073,848; Appl. Ser. No. A0/023,827
SPEARPROP (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	Mexico	August 25, 2011	Reg. No. 1,235,266; Appl. Ser. No. 1165778
SPEARPROP (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	US	March 22, 2011	Reg. No. 3,934,598; Appl. Ser. No. 85/118,874
SPS	FTS International	China	March 22, 2011	Reg. No. 1,074,274;

	Services, LLC (to be assigned to FML Resin, LLC)			Appl. Ser. No. A0/023,825
SPS	FTS International Services, LLC (to be assigned to FML Resin, LLC)	European Union	March 22, 2011	Reg. No. 1,074,274; Appl. Ser. No. A0/023,825
SPS	FTS International Services, LLC (to be assigned to FML Resin, LLC)	INTL (Madrid Protocol)	March 22, 2011	Reg. No. 1,074,274; Appl. Ser. No. A0/023,825
SPS	FTS International Services, LLC (to be assigned to FML Resin, LLC)	Mexico	August 9, 2011	Reg. No. 1,232,002; Appl. Ser. No. 1165777
SPS	FTS International Services, LLC (to be assigned to FML Resin, LLC)	US	March 8, 2011	Reg. No. 3,928,645; Appl. Ser. No. 85/088,845
SPS (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	European Union	March 22, 2011	Reg. No. 1,073,644; Appl. Ser. No. A0/023,826
SPS (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	INTL (Madrid Protocol)	March 22, 2011	Reg. No. 1,073,644; Appl. Ser. No. A0/023,826
SPS (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	Mexico	August 25, 2011	Reg. No. 1,235,265; Appl. Ser. No. 1165775
SPS (design plus words) (b&w)	FTS International Services, LLC (to be assigned to FML Resin, LLC)	US	March 8, 2011	Reg. No. 3,928,671; Appl. Ser. No. 85/091,457