

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM343261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FTS INTERNATIONAL SERVICES, LLC		06/01/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	1349 W. PEACHTREE STREET, NW, SUITE 1050		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 46			
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:	4636429	DIAMOND	
Registration Number:	4451132	DIAMOND	
Registration Number:	4189683	ECO GREEN	
Registration Number:	4675488	ENERGIZE YOUR CAREER	
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:	4636479	F FTS INTERNATIONAL UNCONVENTIONAL BY DE	
TRADEMARK			

CH \$1165.00 4416031

Property Type	Number	Word Mark
Registration Number:	4011448	FRAC TECH
Registration Number:	3522979	FT FRAC TECH
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
Serial Number:	86536238	AQUACOR
Serial Number:	86536206	AQUACOR
Serial Number:	86314435	JOBPILOT
Serial Number:	86422348	FTSI JP JOBPILOT
Serial Number:	86436112	NUFLO
Serial Number:	86469748	UNCONVENTIONAL BY DESIGN

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: 9552/17

NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	06/02/2015
Total Attachments: 10 source=0 - Trademark Security Agreement#page1.tif source=0 - Trademark Security Agreement#page2.tif source=0 - Trademark Security Agreement#page3.tif source=0 - Trademark Security Agreement#page4.tif source=0 - Trademark Security Agreement#page5.tif source=0 - Trademark Security Agreement#page6.tif source=0 - Trademark Security Agreement#page7.tif source=0 - Trademark Security Agreement#page8.tif source=0 - Trademark Security Agreement#page9.tif source=0 - Trademark Security Agreement#page10.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of June, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, in its capacity as Agent (as defined in the Security Agreement (defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Indenture dated as of June 1, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Indenture") by and among FTS INTERNATIONAL, INC. , a Delaware corporation ("Issuer"), the guarantors party thereto and U.S. Bank National Association, as trustee, the Issuer issued \$350,000,000 aggregate principal amount of Senior Secured Notes due 2020;

WHEREAS, each Grantor has agreed, under that certain Security Agreement dated as of June 1, 2015 (the "Security Agreement"), to grant to Agent, for the benefit of the Trustee, the Agent and the holders ("Holders") from time to time of the Notes and each Bank Product Provider (collectively, the "Secured Parties"), a continuing security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, Intellectual Property and Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License, and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License, in each case, to the extent that such property constitutes ABL Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of a case or proceeding under any applicable Bankruptcy Law involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor concerning which Agent shall have received the notice referenced in the preceding sentence. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Indenture Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

FTS INTERNATIONAL SERVICES, LLC,
a Texas limited liability company,
as Company

By: 
Name: Michael J. Doss
Title: Chief Financial Officer and
Treasurer

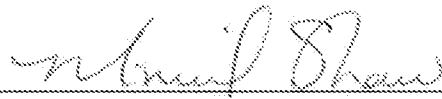
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005543 FRAME: 0384

ACCEPTED AND ACKNOWLEDGED
BY:

AGENT:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association, in its capacity
as Agent

By: 

Name:

Muriel Shaw

Title:

Assistant Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005543 FRAME: 0385

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS

U.S. Registrations:

Owner	Registration Number	Description
FTS International Services, LLC	4416031	Aquacor (design in blue) (International Classes 009 & 040)
FTS International Services, LLC	4416030	Aquacor (International Classes 009 & 040)
FTS International Services, LLC	4054905	CHL
FTS International Services, LLC	3497579	CITRINE
FTS International Services, LLC	3322250	CS-POLYBREAK 210
FTS International Services, LLC	4636429	DIAMOND
FTS International Services, LLC	4451132	DIAMOND design
FTS International Services, LLC	4189683	ECO GREEN
FTS International Services, LLC	4675488	ENERGIZE YOUR CAREER
FTS International Services, LLC	4151986	ENERGY SOLUTIONS. WORLDWIDE.
FTS International Services, LLC	4193471	“F” (shield design)
FTS International Services, LLC	4193472	“F” (shield design in color)
FTS International Services, LLC	4185461	“F” (stylized design)
FTS International Services, LLC	4204838	“F” (stylized design in color)
FTS International Services, LLC	4313998	F FTS INTERNATIONAL (horizontal design plus words)
FTS International Services, LLC	4318050	F FTS INTERNATIONAL (horizontal design plus words in color)
FTS International Services, LLC	4313999	F FTS INTERNATIONAL (vertical design plus words)
FTS International Services, LLC	4314000	F FTS INTERNATIONAL (vertical design plus words in color)
FTS International Services, LLC	4636479	F FTS INTERNATIONAL Unconventional by Design (horizontal design plus words)
FTS International Services, LLC	4011448	FRAC TECH
FTS International Services, LLC	3522979	FT Frac Tech (logo & design)
FTS International Services, LLC	4313997	FTS INTERNATIONAL
FTS International Services, LLC	4471425	FTS INTERNATIONAL MANUFACTURING
FTS International Services, LLC	4329229	FTS INTERNATIONAL PROPPANTS
FTS International Services, LLC	4332747	FTS INTERNATIONAL SERVICES

Owner	Registration Number	Description
FTS International Services, LLC	4388204	FTS INTERNATIONAL WIRELINE
FTS International Services, LLC	4332750	FTSI
FTS International Services, LLC	4290177	FTSI PROPPANTS
FTS International Services, LLC	3437249	JADE
FTS International Services, LLC	4214082	NPD
FTS International Services, LLC	4108769	NPD-2000
FTS International Services, LLC	4177022	NPD-3000
FTS International Services, LLC	3428709	OPAL
FTS International Services, LLC	4210164	PFP
FTS International Services, LLC	3393387	PLATINUM
FTS International Services, LLC	3383301	RUBY
FTS International Services, LLC	4159362	SLICKWATER GREEN
FTS International Services, LLC	4159141	SW-GREEN
FTS International Services, LLC	3393386	TURQUOISE
FTS International Services, LLC	4018863	VS (design)

U.S. Applications:

Owner	Application Number	Description
FTS International Services, LLC	86/536,238	Aquacor (design) (International Class 001)
FTS International Services, LLC	86/536,206	Aquacor (International Class 001)
FTS International Services, LLC	86/314,435	JobPilot
FTS International Services, LLC	86/422,348	JobPilot (design)
FTS International Services, LLC	86/436,112	NuFlo
FTS International Services, LLC	86/469,748	Unconventional by Design (word)

OTHER TRADEMARKS

International Registrations:

Owner	Registration Number	Country	Description
FTS International Services, LLC	1084396	WIPO	CHL
FTS International Services, LLC	1266604	Mexico	CHL (International Class 035)
FTS International Services, LLC	1238597	Mexico	CHL (International Class 037)
FTS International Services, LLC	1238598	Mexico	CHL (International Class 040)
FTS International Services, LLC	1105982	European Union (WIPO)	"F" (shield design in color)

Owner	Registration Number	Country	Description
FTS International Services, LLC	303026196	Hong Kong	“F” (shield design in color) (International Class 001)
FTS International Services, LLC	303026196	Hong Kong	“F” (shield design in color) (International Class 040)
FTS International Services, LLC	1332713	Mexico	“F” (shield design in color)
FTS International Services, LLC	1514/89	Saudi Arabia	“F” (shield design in color) International Class 001
FTS International Services, LLC	1514/90	Saudi Arabia	“F” (shield design in color) International Class 040
FTS International Services, LLC	1476283 (Australia No.) 1106398 (WIPO No.)	Australia (WIPO)	“F” (stylized design)
FTS International Services, LLC	1106398	China (WIPO)	“F” (stylized design)
FTS International Services, LLC	1106398	European Union (WIPO)	“F” (stylized design)
FTS International Services, LLC	303026187	Hong Kong	“F” (stylized design) (International Class 001)
FTS International Services, LLC	303026187	Hong Kong	“F” (stylized design) (International Class 040)
FTS International Services, LLC	1332717	Mexico	“F” (stylized design)
FTS International Services, LLC	1514/92	Saudi Arabia	“F” (stylized design) International Class 001
FTS International Services, LLC	143302893	Saudi Arabia	“F” (stylized design) International Class 040
FTS International Services, LLC	1106172	European Union (WIPO)	F FTS INTERNATIONAL (horizontal design plus words)
FTS International Services, LLC	1332715	Mexico	F FTS INTERNATIONAL (horizontal design plus words)
FTS International Services, LLC	143302897	Saudi Arabia	F FTS INTERNATIONAL (horizontal design plus words) International Class 001
FTS International Services, LLC	143302896	Saudi Arabia	F FTS INTERNATIONAL (horizontal design plus words) International Class 040
FTS International Services, LLC	1105450	European Union (WIPO)	F FTS INTERNATIONAL (vertical design plus words in color)
FTS International Services, LLC	1332714	Mexico	F FTS INTERNATIONAL (vertical design plus words in color)

Owner	Registration Number	Country	Description
FTS International Services, LLC	143302898	Saudi Arabia	F FTS INTERNATIONAL (vertical design plus words in color) International Class 001
FTS International Services, LLC	143302899	Saudi Arabia	F FTS INTERNATIONAL (vertical design plus words in color) International Class 040
FTS International Services, LLC	1072356	China (WIPO)	FRAC TECH
FTS International Services, LLC	1072356	European Union (WIPO)	FRAC TECH
FTS International Services, LLC	1066207	China (WIPO)	FT Frac Tech (logo and design)
FTS International Services, LLC	1066207	European Union (WIPO)	FT Frac Tech (logo and design)
FTS International Services, LLC	3144472	Argentina	FTS INTERNATIONAL (International Class 001)
FTS International Services, LLC	2574724	Argentina	FTS INTERNATIONAL (International Class 040)
FTS International Services, LLC	1105453	European Union (WIPO)	FTS INTERNATIONAL
FTS International Services, LLC	303026213	Hong Kong	FTS INTERNATIONAL (International Class 001)
FTS International Services, LLC	303026213	Hong Kong	FTS INTERNATIONAL (International Class 040)
FTS International Services, LLC	1332716	Mexico	FTS INTERNATIONAL
FTS International Services, LLC	143302894	Saudi Arabia	FTS INTERNATIONAL (International Class 001)
FTS International Services, LLC	143302895	Saudi Arabia	FTS INTERNATIONAL (International Class 040)
FTS International Services, LLC	2609787	Argentina	FTSI (International Class 001)
FTS International Services, LLC	2609787	Argentina	FTSI (International Class 040)
FTS International Services, LLC	1129118	China (WIPO)	FTSI
FTS International Services, LLC	1129118	European Union (WIPO)	FTSI
FTS International Services, LLC	303026204	Hong Kong	FTSI (International Class 001)
FTS International Services, LLC	303026204	Hong Kong	FTSI (International Class 040)
FTS International Services, LLC	1336222	Mexico	FTSI (International Class 001)
FTS International Services, LLC	1336223	Mexico	FTSI (International Class 040)
FTS International Services, LLC	143310939	Saudi Arabia	FTSI (International Class 001)

Owner	Registration Number	Country	Description
FTS International Services, LLC	143310919	Saudi Arabia	FTSI (International Class 040)
FTS International Services, LLC	2572756	Argentina	NPD-2000
FTS International Services, LLC	1113274	Australia (WIPO)	NPD-2000
FTS International Services, LLC	1113274	China (WIPO)	NPD-2000
FTS International Services, LLC	1113274	European Union (WIPO)	NPD-2000
FTS International Services, LLC	1292126	Mexico	NPD-2000
FTS International Services, LLC	1434/86	Saudi Arabia	NPD-2000
FTS International Services, LLC	2572757	Argentina	NPD-3000
FTS International Services, LLC	1123027	China (WIPO)	NPD-3000
FTS International Services, LLC	1123027	European Union (WIPO)	NPD-3000
FTS International Services, LLC	1292127	Mexico	NPD-3000
FTS International Services, LLC	1123027	Oman (WIPO)	NPD-3000
FTS International Services, LLC	1434/87	Saudi Arabia	NPD-3000
FTS International Services, LLC	2572758	Argentina	SW-GREEN
FTS International Services, LLC	1124015	Australia (WIPO)	SW-GREEN
FTS International Services, LLC	1124015	China (WIPO)	SW-GREEN
FTS International Services, LLC	1124015	European Union (WIPO)	SW-GREEN
FTS International Services, LLC	1292128	Mexico	SW-GREEN
FTS International Services, LLC	1538/39	Saudi Arabia	SW-GREEN
FTS International Services, LLC	1087729	Australia (WIPO)	VS (design)
FTS International Services, LLC	1085369	China (WIPO)	VS (design)
FTS International Services, LLC	1085369	European Union (WIPO)	VS (design)
FTS International Services, LLC	1253770	Mexico	VS (design)

International Applications:

Owner	Application Number	Country	Description
FTS International Services, LLC	1558350	Canada	“F” (shield design in color)
FTS International Services, LLC	1558357	Canada	“F” (stylized design)
FTS International Services, LLC	1106398	Oman (WIPO)	“F” (stylized design)
FTS International Services, LLC	1558355	Canada	F FTS INTERNATIONAL (horizontal design plus words)
FTS International Services, LLC	303026178	Hong Kong	F FTS INTERNATIONAL (horizontal design plus words) (International Class 001)

Owner	Application Number	Country	Description
FTS International Services, LLC	303026178	Hong Kong	F FTS INTERNATIONAL (horizontal design plus words) (International Class 040)
FTS International Services, LLC	1106172	Oman (WIPO)	F FTS INTERNATIONAL (horizontal design plus words)
FTS International Services, LLC	303026466	Hong Kong	F FTS INTERNATIONAL (vertical design plus words - color) (International Class 001)
FTS International Services, LLC	303026466	Hong Kong	F FTS INTERNATIONAL (vertical design plus words - color) (International Class 040)
FTS International Services, LLC	1105450	Oman (WIPO)	F FTS INTERNATIONAL (vertical design plus words in color)
FTS International Services, LLC	303026222	Hong Kong	FRAC TECH (International Class 040)
FTS International Services, LLC	1521084	Canada	FT Frac Tech (logo and design)
FTS International Services, LLC	840582870	Brazil	FTS BRASIL (logo design) International Class 001
FTS International Services, LLC	840582900	Brazil	FTS BRASIL (logo design) International Class 040
FTS International Services, LLC	1558356	Canada	FTS INTERNATIONAL
FTS International Services, LLC	1105453	Oman (WIPO)	FTS INTERNATIONAL
FTS International Services, LLC	1589654	Canada	FTSI
FTS International Services, LLC	1129118	Oman (WIPO)	FTSI
FTS International Services, LLC	840007566	Brazil	NPD-2000
FTS International Services, LLC	1132274	Oman	NPD-2000
FTS International Services, LLC	840007558	Brazil	NPD-3000
FTS International Services, LLC	1560495	Canada	NPD-3000
FTS International Services, LLC	840007540	Brazil	SW-GREEN
FTS International Services, LLC	1560498	Canada	SW-GREEN
FTS International Services, LLC	1124015	Oman (WIPO)	SW-GREEN