

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449410

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|---|---|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Security Interest in Trademarks filed at r/f 4257/0206 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Barclays Bank PLC | | 10/31/2017 | Public Limited Company: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | Fairmount Santrol Inc. (f/k/a Fairmount Minerals, Ltd.) | | |
| Street Address: | 8834 MAYFIELD ROAD | | |
| City: | Chesterland | | |
| State/Country: | OHIO | | |
| Postal Code: | 44026 | | |
| Entity Type: | Corporation: OHIO | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1664639 | SUPER DC | |
| Registration Number: | 1692238 | SUPER LC | |
| Registration Number: | 1444660 | SUPER HS | |
| Registration Number: | 2390284 | TOP PRO | |
| Registration Number: | 2371557 | TOUR BLEND | |
| Registration Number: | 2402488 | TOUR GRADE | |
| Registration Number: | 3018597 | AQUAQUARTZ | |
| Registration Number: | 3197272 | FLEX SAND | |
| Registration Number: | 3076616 | OPTIPROP | |
| Registration Number: | 3236798 | NEOZIEN | |
| Registration Number: | 2958714 | SPECTRAQUARTZ | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <i>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.</i> | | | |
| Phone: | 212-906-1216 | | |
| Email: | angela.amaru@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP c/o Angela M. Amaru | | |
| Address Line 1: | 885 Third Avenue | | |

CH \$290.00 1664639

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|---|--------------------------|
| 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 SIGNED: | 11/02/2017 |
| Total Attachments: 4 source=Fairmount 2010 TM Release Fairmount Technisand Wedron#page1.tif source=Fairmount 2010 TM Release Fairmount Technisand Wedron#page2.tif source=Fairmount 2010 TM Release Fairmount Technisand Wedron#page3.tif source=Fairmount 2010 TM Release Fairmount Technisand Wedron#page4.tif | |

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is dated as of November 1, 2017 (as it may be restated, supplemented or otherwise modified from time to time, this “Release”), is made by Barclays Bank PLC as collateral agent (in such capacity, “Collateral Agent”) for the Secured Parties.

WHEREAS, Collateral Agent, Technisand, Inc., Wedron Silica Company and Fairmount Santrol Inc. (f/k/a Fairmount Minerals, Ltd.) (“Grantors”) are party to the U.S. Pledge and Security Agreement dated as of August 5, 2010 (as amended, restated, supplemented or otherwise modified, the “Pledge and Security Agreement”; 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) pursuant to which Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, Grantors entered into that certain Trademark Security Agreement, dated as of August 5, 2010 in favor of Collateral Agent (as amended, restated, supplemented or otherwise modified, the “Trademark Security Agreement”), granting to Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantors’ right, title and interest in, to and under all of the Grantors’ trademarks and trademark applications, including, without limitation, those listed on Schedule A attached hereto, together with (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 (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 9, 2010 at Reel 004257 and Frame 0206 for Fairmount Minerals, Ltd., at Reel 004257 and Frame 0241 for Technisand, Inc and at Reel 004257 and Frame 0254 for Wedron Silica Company; and

WHEREAS, Collateral Agent has agreed to release its lien on and security interest in the Trademark Collateral and to re-assign all rights in the Trademark Collateral to Grantors.

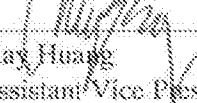
NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement and terminates, discharges, relinquishes and releases, as of the date hereof, its security interest in and lien on all of Grantors’ right, title and interest in, to and under the Trademark Collateral and Collateral Agent hereby re-assigns to Grantors any right, title or interest it may have in such Trademark Collateral, all without warranty or representation of any kind.

THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT UNDER THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademarks to be duly executed and delivered by its duly authorized officer as of the date first above written.

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: May Huang
Title: Assistant Vice President

[Signature Page to Fairmount Trademark Release]

TRADEMARK
REEL: 006195 FRAME: 0162

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Jurisdiction | Grantor | Mark | Serial No. | Filing Date | Registration No. | Registration Date |
|---------------|--------------------------|-------------|------------|-------------|------------------|-------------------|
| United States | Fairmount Minerals, Ltd. | SUPER DC | 74/035,196 | 05-Mar-1990 | 1,664,639 | 19-Nov-1991 |
| United States | Fairmount Minerals, Ltd. | SUPER LC | 74/004,303 | 21-Nov-1989 | 1,692,238 | 09-Jun-1992 |
| United States | Fairmount Minerals, Ltd. | SUPER HS | 73/592,084 | 07-Apr-1986 | 1,444,660 | 30-Jun-1987 |
| United States | TechniSand, Inc. | SUPERSET 0 | 74/340,357 | 16-Dec-1992 | 1,813,273 | 28-Dec-1993 |
| United States | TechniSand, Inc. | SUPERSET W | 74/340,665 | 16-Dec-1992 | 1,813,274 | 28-Dec-1993 |
| United States | TechniSand, Inc. | TEMPERED DC | 74/340,664 | 16-Dec-1992 | 1,906,981 | 25-Jul-1995 |
| United States | TechniSand, Inc. | TEMPERED LC | 74/340,413 | 16-Dec-1992 | 1,833,562 | 03-May-1994 |
| United States | Fairmount Minerals, Ltd. | TOP PRO | 75/476,708 | 29-Apr-1998 | 2,390,284 | 26-Sep-2000 |
| United States | Fairmount Minerals, Ltd. | TOUR BLEND | 75/476,611 | 29-Apr-1998 | 2,371,557 | 25-Jul-2000 |
| United States | Fairmount Minerals, Ltd. | TOUR GRADE | 75/476,481 | 29-Apr-1998 | 2,402,488 | 07-Nov-2000 |
| United States | TechniSand, Inc. | HYPERPROP | 75/656,340 | 17-Aug-1998 | 2,601,555 | 30-Jul-2002 |
| United States | TechniSand, Inc. | DYNAPROP | 76/173,491 | 30-Nov-2000 | 2,485,357 | 04-Sep-2001 |
| United States | TechniSand, Inc. | MAGNAPROP | 76/173,490 | 30-Nov-2000 | 2,485,356 | 04-Sep-2001 |
| United States | TechniSand, Inc. | POLARPROP | 76/266,588 | 04-Jun-2001 | 2,527,488 | 08-Jan-2002 |

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|---------------|---------------------------|---------------|------------|-------------|------------|-------------|
| United States | Fairmount Minerals, Ltd.* | AQUAQUARTZ | 78/355,883 | 22-Jan-2004 | 3,018,597 | 22-Nov-2005 |
| United States | Fairmount Minerals, Ltd.* | FLEX SAND | 78/356,138 | 23-Jan-2004 | 3,197,272 | 09-Jan-2007 |
| United States | Fairmount Minerals, Ltd. | OPTIPROP | 78/607,176 | 12-Apr-2005 | 3,076,616 | 04-Apr-2006 |
| United States | Fairmount Minerals, Ltd.* | NEOZIEN | 78/888,110 | 19-May-2006 | 3,236,798 | 01-May-2007 |
| United States | Fairmount Minerals, Ltd. | SPECTRAQUARTZ | 78/369,679 | 18-Feb-2004 | 2,958,714 | 31-May-2005 |
| United States | Wedron | W AND DESIGN | 72/361,202 | 28-May-1970 | 911,902 | 08-Jun-1971 |
| United States | TechniSand, Inc. | TECHNISAND | 74/222,996 | 18-Nov-1991 | 1,706,113 | 11-Aug-1992 |
| Canada | Fairmount Minerals, Ltd. | TOUR GRADE | 894,755 | 29-Oct-1998 | TMA553,379 | 05-Nov-2001 |
| Canada | Fairmount Minerals, Ltd. | TOUR BLEND | 894,754 | 29-Oct-1998 | TMA549,644 | 09-Aug-2001 |
| Canada | Fairmount Minerals, Ltd. | TOP PRO | 894,756 | 29-Oct-1998 | TMA553,275 | 02-Nov-2001 |
| Mexico | TechniSand, Inc. | DYNAPROP | 364,043 | 17-Feb-1999 | 615,300 | 24-Jun-1999 |
| Mexico | TechniSand, Inc. | MAGNAPROP | 364,041 | 17-Feb-1999 | 615,299 | 24-Jun-1999 |
| Mexico | TechniSand, Inc. | HYPERPROP | 364,042 | 17-Feb-1999 | 616,078 | 25-Jun-1999 |

* USPTO shows Fairmount Minerals, Inc. as current owner. U.S. Borrower is in the process of correcting the owner to be Fairmount Minerals, Ltd.