

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449418

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks filed at r/f 5108/0247		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		10/31/2017	Public Limited Company: UNITED KINGDOM
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:	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		
Address Line 4:	New York, NEW YORK 10022		

CH \$265.00 4297163

ATTORNEY DOCKET NUMBER:	039269-0165
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	11/02/2017

Total Attachments: 6

source=Fairmount 2013 TM Release FML Resin rf 5108-0247#page1.tif

source=Fairmount 2013 TM Release FML Resin rf 5108-0247#page2.tif

source=Fairmount 2013 TM Release FML Resin rf 5108-0247#page3.tif

source=Fairmount 2013 TM Release FML Resin rf 5108-0247#page4.tif

source=Fairmount 2013 TM Release FML Resin rf 5108-0247#page5.tif

source=Fairmount 2013 TM Release FML Resin rf 5108-0247#page6.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 and FML Resin, LLC (“Grantor”) 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 Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor entered into that certain Trademark Security Agreement, dated as of September 5, 2013 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 Grantor’s right, title and interest in, to and under all of the Grantor’s 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 September 10, 2013 at Reel 5108 and Frame 0247; 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 Grantor.

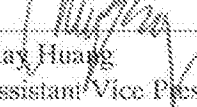
NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement and terminates, discharges, relinquishes and releases, as of the date hereof, its security interest in and lien on all of Grantor’s right, title and interest in, to and under the Trademark Collateral and Collateral Agent hereby re-assigns to Grantor 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: 0190

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

[See attached.]

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;

{02137710.DOCX;3 }

	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

{02137710.DOCX;3 }