

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAIRMOUNT SANTROL INC.		11/01/2017	Corporation: DELAWARE
SELF-SUSPENDING PROPPANT LLC		11/01/2017	Limited Liability Company: DELAWARE
TECHNISAND, INC.		11/01/2017	Corporation: DELAWARE
FML RESIN, LLC		11/01/2017	Limited Liability Company: OHIO
BLACK LAB LLC		11/01/2017	Limited Liability Company: OHIO
FML SAND LLC		11/01/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC		
Internal Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	78355883	AQUAQUARTZ	
Serial Number:	86885091	BIOBALLS	
Serial Number:	87148200	BLACK LAB	
Serial Number:	78412902	COLORSTONE FROM BLACK LAB CORP	
Serial Number:	86195600	COOLSET	
Serial Number:	85477680	CRYSTALPROP	
Serial Number:	78356138	FLEX SAND	
Serial Number:	75656340	HYPERPROP	
Serial Number:	86233089	HYPERPROP G2	
Serial Number:	78888110	NEOZIEN	
Serial Number:	78607176	OPTIPROP	
TRADEMARK			

OP \$790.00 78355883

Property Type	Number	Word Mark
Serial Number:	86233091	OPTIPROP G2
Serial Number:	86233106	POWERPROP
Serial Number:	85629119	PREMIER PARTIALLY CURED
Serial Number:	87148051	PREVENT
Serial Number:	86181544	PROPEL SSP
Serial Number:	78369679	SPECTRAQUARTZ
Serial Number:	85820013	SSP
Serial Number:	74035196	SUPER DC
Serial Number:	74004303	SUPER LC
Serial Number:	86233101	SUPERSET U
Serial Number:	74340665	SUPERSET W
Serial Number:	74222996	TECHNISAND
Serial Number:	86955202	TECHNISAND TRUCOAT
Serial Number:	77795317	TEXAS GOLD
Serial Number:	85267331	TEXAS GOLD
Serial Number:	86233098	THS
Serial Number:	86233095	TLC
Serial Number:	75476708	TOP PRO
Serial Number:	75476611	TOUR BLEND
Serial Number:	75476481	TOUR GRADE

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 215-569-5619
Email: PECSENYE@BLANKROME.COM
Correspondent Name: TIMOTHY D. PECSENYE
Address Line 1: BLANK ROME LLP
Address Line 2: ONE LOGAN SQUARE
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-17086
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	11/06/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 1, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "Grantors") in favor of PNC Bank, National Association, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties.

WHEREAS, the Grantors are party to the Pledge and Security Agreement dated as of November 1, 2017 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors 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 Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each 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 Grantors hereby acknowledge and affirm 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 Grantors 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.

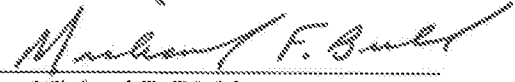
SECTION 7. INTERCREDITOR AGREEMENT

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of November 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among FMSA Inc. and the other Grantors, PNC Bank, National Association, as ABL Collateral Agent and Barclays Bank PLC, as Fixed Asset Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

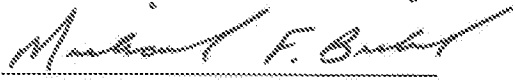
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FAIRMOUNT SANTROL INC.

By: 
Name: Michael F. Biehl
Title: Executive Vice President, Chief Financial Officer, Assistant Secretary and Treasurer

SELF-SUSPENDING PROPPANT LLC

By: 
Name: Michael F. Biehl
Title: Executive Vice President, Chief Financial Officer, Assistant Secretary and Treasurer


TECHNISAND, INC.

By: 
Name: Michael F. Biehl
Title: Executive Vice President, Chief Financial Officer, Assistant Secretary and Treasurer

FML RESIN, LLC

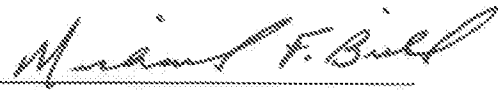
By: 
Name: Michael F. Biehl
Title: Executive Vice President, Chief Financial Officer, Assistant Secretary and Treasurer

BLACK LAB LLC

By: 
Name: Michael F. Biehl
Title: Executive Vice President, Chief Financial Officer, Assistant Secretary and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

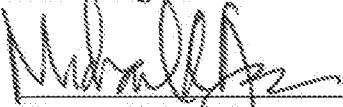
FML SAND, LLC

By: 
Name: Michael F. Biehl
Title: Executive Vice President, Chief Financial
Officer, Assistant Secretary and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Michael Gasser
Title: Senior Vice-President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

S-3

TRADEMARK
REEL: 006197 FRAME: 0661

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Grantor	Serial No.	Filing Date	Registration No.
AQUAQUARTZ	Fairmount Santrol Inc.	78355883	1/22/2004	3,018,597
BIOBALLS	Fairmount Santrol Inc.	86885091	1/25/2016	5,048,513
BLACK LAB	Black Lab LLC	87148200	8/23/2016	5,198,721
COLORSTONE FROM BLACK LAB CORP. & DESIGN	Black Lab Corp.	78412902	5/4/2004	3,366,590
COOLSET	TechniSand, Inc.	86195600	2/17/2014	4,693,385
CRYSTALPROP	FML Resin, LLC	85477680	11/21/2011	4,297,163
FLEX SAND	Fairmount Santrol Inc.	78356138	1/23/2004	3,197,272
HYPERPROP	TechniSand, Inc.	75656340	8/17/1998	2,601,555
HYPERPROP G2	TechniSand, Inc.	86233089	3/26/2014	4,710,779
NEOZIEN	Fairmount Santrol Inc.	78888110	5/19/2006	3,236,798
OPTIPROP	TechniSand, Inc.	78607176	4/12/2005	3,076,616
OPTIPROP G2	TechniSand, Inc.	86233091	3/26/2014	4,710,780
POWERPROP	TechniSand, Inc.	86233106	3/26/2014	4,710,781
PREMIER PARTIALLY CURED	FML Resin, LLC	85629119	5/18/2012	4,247,704
PREVENT	Fairmount Santrol Inc.	87148051	8/23/2016	5,180,661
PROPEL SSP	Self-Suspending Proppant LLC	86181544	1/31/2014	5,018,293
SPECTRAQUARTZ	Fairmount Santrol Inc.	78369679	2/18/2004	2,958,714
SSP	Self-Suspending Proppant LLC	85820013	1/10/2013	4,530,543
SUPER DC	Fairmount Santrol Inc.	74035196	3/5/1990	1,664,639
SUPER LC	Fairmount Santrol Inc.	74004303	11/21/1989	1,692,238
SUPERSET U	TechniSand, Inc.	86233101	3/26/2014	4,706,817
SUPERSET W	TechniSand, Inc.	74340665	12/16/1992	1,813,274
TECHNISAND	TechniSand, Inc.	74222996	11/18/1991	1,706,113
TECHNISAND TRUCOAT	TechniSand, Inc.	86955202	3/28/2016	5,157,790
TEXAS GOLD	FML Sand, LLC	77795317	8/3/2009	3,766,731
TEXAS GOLD & DESIGN	FML Sand, LLC	85267331	3/15/2011	4,168,883
THS	TechniSand, Inc.	86233098	3/26/2014	4,706,816
TLC	TechniSand, Inc.	86233095	3/26/2014	4,706,815
TOP PRO	Fairmount Santrol Inc.	75476708	4/29/1998	2,390,284
TOUR BLEND	Fairmount Santrol Inc.	75476611	4/29/1998	2,371,557
TOUR GRADE	Fairmount Santrol Inc.	75476481	4/29/1998	2,402,488