

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477387

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		06/01/2018	Public Limited Company:

RECEIVING PARTY DATA

Name:	Fairmount Santrol Inc.
Street Address:	8834 Mayfield Road
City:	Chesterland
State/Country:	OHIO
Postal Code:	44026
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3018597	AQUAQUARTZ
Registration Number:	5048513	BIOBALLS
Registration Number:	3197272	FLEX SAND
Registration Number:	3236798	NEOZIEN
Registration Number:	5180661	PREVENT
Registration Number:	2958714	SPECTRAQUARTZ
Registration Number:	1664639	SUPER DC
Registration Number:	1692238	SUPER LC
Registration Number:	2390284	TOP PRO
Registration Number:	2371557	TOUR BLEND
Registration Number:	2402488	TOUR GRADE

CORRESPONDENCE DATA

Fax Number:

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: 212 284 4986

Email: karolina.ebel@freshfields.com

Correspondent Name: Karolina Ebel

Address Line 1: 601 Lexington Avenue, 31st Floor

Address Line 4: New York, NEW YORK 10022

TRADEMARK

NAME OF SUBMITTER:	KAROLINA EBEL
SIGNATURE:	/KE/
DATE SIGNED:	06/09/2018
Total Attachments: 3 source=FBD - Trademark Release - Fairmount Santrol#page1.tif source=FBD - Trademark Release - Fairmount Santrol#page2.tif source=FBD - Trademark Release - Fairmount Santrol#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of June 1, 2018 (“Effective Date”) from Barclays Bank PLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties to Fairmount Santrol Inc. (the “Grantors”). All capitalized terms used, but not defined, herein have the definition assigned to them in the Trademark Security Agreement (as defined below).

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);

WHEREAS, in connection with and pursuant to the Pledge and Security Agreement the Grantors executed the Trademark Security Agreement, which was recorded at the United States Patent and Trademark Office on November 2, 2017 at Reel 6195, Frame 0210 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, the Grantors pledged and granted to the Collateral Agent a continuing security interest in all of Grantors’ right, title and interest in, to and under the Collateral, including the trademarks set forth on Schedule A attached hereto) (collectively, the “Trademark Collateral”); and

NOW, THEREFORE, without recourse and without representation and warranty and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby (i) terminates, cancels and releases any and all security interests it has against the Trademark Collateral, and (ii) terminates the Trademark Security Agreement with respect to such Trademark Collateral. To the extent the Collateral Agent has obtained any right, title or interest in or to the Trademark Collateral, the Collateral Agent hereby assigns and conveys all such right, title and interest in and to the Trademark Collateral to the respective Grantors.

The Collateral Agent shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release.

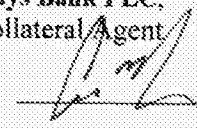
The Collateral Agent hereby authorizes and requests that the Commissioner of Trademarks record this Release.

This Release will be governed by 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. This Release 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 and constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its
duly authorized representative as of the Effective Date.

Barclays Bank PLC.
As Collateral Agent

By:  _____

Name: Craig Molson _____

Title: Managing Director _____

{Trademark Release - Fairmount Santrol Inc.}

TRADEMARK
REEL: 006350 FRAME: 0205

SCHEDULE A
TRADEMARKS

Mark	Grantor	Serial No.	Reg. No.
AQUAQUARTZ	Fairmount Santrol Inc.	78/355,883	3,018,597
BIOBALLS	Fairmount Santrol Inc.	86/885,091	5,048,513
FLEX SAND	Fairmount Santrol Inc.	78/356,138	3,197,272
NEOZIEN	Fairmount Santrol Inc.	78/888,110	3,236,798
PREVENT	Fairmount Santrol Inc.	87/148,051	5,180,661
SPECTRAQUARTZ	Fairmount Santrol Inc.	78/369,679	2,958,714
SUPER DC	Fairmount Santrol Inc.	74/035,196	1,664,639
SUPER LC	Fairmount Santrol Inc.	74/004,303	1,692,238
TOP PRO	Fairmount Santrol Inc.	75/476,708	2,390,284
TOUR BLEND	Fairmount Santrol Inc.	75/476,611	2,371,557
TOUR GRADE	Fairmount Santrol Inc.	75/476,481	2,402,488