

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477388

|                              |                              |
|------------------------------|------------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT               |
| <b>NATURE OF CONVEYANCE:</b> | RELEASE OF SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                           | Formerly | Execution Date | Entity Type  |
|--------------------------------|----------|----------------|--------------|
| PNC Bank, National Association |          | 06/01/2018     | Corporation: |

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 11

| Property Type  | Number   | Word Mark     |
|----------------|----------|---------------|
| Serial Number: | 78355883 | AQUAQUARTZ    |
| Serial Number: | 86885091 | BIOBALLS      |
| Serial Number: | 78356138 | FLEX SAND     |
| Serial Number: | 78888110 | NEOZIEN       |
| Serial Number: | 87148051 | PREVENT       |
| Serial Number: | 78369679 | SPECTRAQUARTZ |
| Serial Number: | 74035196 | SUPER DC      |
| Serial Number: | 74004303 | SUPER LC      |
| Serial Number: | 75476708 | TOP PRO       |
| Serial Number: | 75476611 | TOUR BLEND    |
| Serial Number: | 75476481 | 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

OP \$290.00 78355883

|   |                          |
|---|--------------------------|
| <b>Address Line 4:</b>  | New York, NEW YORK 10022 |
| <b>NAME OF SUBMITTER:</b>   | KAROLINA EBEL            |
| <b>SIGNATURE:</b>   | /KE/                     |
| <b>DATE SIGNED:</b>   | 06/09/2018               |
| <b>Total Attachments: 3</b><br>source=Termination and Release of Trademark Security Agreement PNC Fairmount#page1.tif<br>source=Termination and Release of Trademark Security Agreement PNC Fairmount#page2.tif<br>source=Termination and Release of Trademark Security Agreement PNC Fairmount#page3.tif |                          |

## **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Termination"), is dated as of June 1, 2018, and made by **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as Collateral Agent under the below-defined Security Agreement, having an office at 1900 East Ninth Street, 9th Floor, Mail Stop B7-YB13-09-5, Cleveland, OH 44114 ("Grantee") to Fairmount Santrol Inc., a Delaware corporation, Self-Suspending Proppant LLC, a Delaware limited liability company, TechniSand, Inc., a Delaware corporation, FML Resin, LLC, an Ohio limited liability company, Black Lab LLC, an Ohio limited liability company, and FML Sand, LLC, an Ohio limited liability company (collectively, "Grantors").

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of November 1, 2017 and that certain Trademark Security Agreement dated as of November 1, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time), made by Grantors in favor of Grantee (the "Security Agreement"), a security interest and continuing lien was granted by the Grantors to Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 6, 2017, at Reel 6197 and Frame 0654; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall have the meaning set forth in the Security Agreement and shall include all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

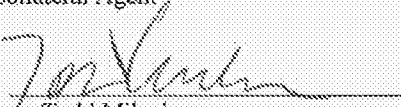
2. Release of Security Interest. Grantee hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Trademark Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest Grantee may have obtained in the Trademark Collateral.

3. Further Assurances. The Grantee shall take all further reasonable actions, and provide to Grantors and their successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of documents and instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Termination, at the sole cost and expense of Grantors.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**PNC BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: Todd Milenius  
Title: Senior Vice President

Signature Page to Termination of Trademark Security Agreement

**TRADEMARK**  
**REEL: 006350 FRAME: 0214**

Schedule A

**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       |

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