

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FTS International Services, LLC		11/19/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	14241 Dallas Parkway		
Internal Address:	Suite 900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	4636429	DIAMOND	
Registration Number:	4675488	ENERGIZE YOUR CAREER	
Registration Number:	4193471	F	
Registration Number:	4193472	F	
Registration Number:	4185461	F	
Registration Number:	4204838	F	
Registration Number:	4313998	F FTS INTERNATIONAL	
Registration Number:	4318050	F FTS INTERNATIONAL	
Registration Number:	4313999	F FTS INTERNATIONAL	
Registration Number:	4314000	F FTS INTERNATIONAL	
Registration Number:	4636479	F FTS INTERNATIONAL UNCONVENTIONAL BY DE	
Registration Number:	3522979	FT FRAC TECH	
Registration Number:	4313997	FTS INTERNATIONAL	
Registration Number:	4471425	FTS INTERNATIONAL MANUFACTURING	
Registration Number:	4332747	FTS INTERNATIONAL SERVICES	
Registration Number:	4332750	FTSI	
Registration Number:	4752043	NUFLO	
Registration Number:	4210164	PFP	
TRADEMARK			

OP \$1065.00 4636429

Property Type	Number	Word Mark
Registration Number:	4756069	UNCONVENTIONAL BY DESIGN
Registration Number:	6019852	FRACCREST HB
Registration Number:	6019853	FRACCREST HBC
Registration Number:	6019854	FRACWAVE HV
Registration Number:	6038026	SCALE-DEFENDER P
Registration Number:	6038027	FRAC-XL I
Registration Number:	6043414	FRAC-XL D
Registration Number:	6019855	FRACSURF NS
Registration Number:	6034711	FRACSURF NE
Registration Number:	6019856	KLAY-BLOCK T
Registration Number:	6024998	KLAY-BLOCK P
Registration Number:	6043415	B-LOW
Registration Number:	6070304	B-HIGH PLUS
Registration Number:	6070305	OXI-HIB LT
Registration Number:	6070306	OXI-HIB HT
Registration Number:	6070307	FRACBREAK LP
Registration Number:	6070308	FRACBREAK AP
Registration Number:	6070309	FRACBREAK LT
Registration Number:	6070310	FRACBREAK HT
Registration Number:	6034712	FERROHIB 100
Registration Number:	6038028	FERROHIB 200
Registration Number:	6170073	FRACCREST LB
Registration Number:	6112726	FRACWAVE GEL 4.0
Serial Number:	88785160	FRAC SURF W

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.567

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 11/19/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of November, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 19, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **FTS INTERNATIONAL SERVICES, LLC**, a Texas limited liability company ("OpCo Borrower") and **FTS INTERNATIONAL, INC.** ("Parent Borrower," together with the OpCo Borrower and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 19, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's

right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License, and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License,

in each case, to the extent that such property constitutes ABL Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. RELEASE AND TERMINATION. Upon any termination or release of the Trademark Collateral pursuant to Section 23 of the Guaranty and Security Agreement, the Agent shall, at the request and expense of the Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of intellectual property filings, and similar documents and take such other actions as such Grantor may reasonably request in writing to evidence such termination or release of the Trademark Collateral.

7. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

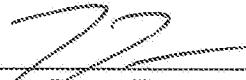
8. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

FTS INTERNATIONAL SERVICES, LLC

By: 
Name: Lance Turner
Title: Chief Financial Officer and Treasurer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: _____
Name: Becky Rountree
Its: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

FTS INTERNATIONAL SERVICES, LLC

By: _____

Name: Lance Turner

Title: Chief Financial Officer and Treasurer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: Becky J. Rountree

Name: Becky Rountree

Its: Vice President

Becky

Rountree

Digitally signed by

Becky Rountree

Date: 2020.11.18

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[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007111 FRAME: 0817

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Owner	Registration Number	Description
FTS International Services, LLC	4636429	DIAMOND
FTS International Services, LLC	4675488	ENERGIZE YOUR CAREER
FTS International Services, LLC	4193471	“F” (shield design)
FTS International Services, LLC	4193472	“F” (shield design in color)
FTS International Services, LLC	4185461	“F” (stylized design)
FTS International Services, LLC	4204838	“F” (stylized design in color)
FTS International Services, LLC	4313998	F FTS INTERNATIONAL (horizontal design plus words)
FTS International Services, LLC	4318050	F FTS INTERNATIONAL (horizontal design plus words in color)
FTS International Services, LLC	4313999	F FTS INTERNATIONAL (vertical design plus words)
FTS International Services, LLC	4314000	F FTS INTERNATIONAL (vertical design plus words in color)
FTS International Services, LLC	4636479	F FTS INTERNATIONAL Unconventional by Design (horizontal design plus words)
FTS International Services, LLC	3522979	FT Frac Tech (logo & design)
FTS International Services, LLC	4313997	FTS INTERNATIONAL
FTS International Services, LLC	4471425	FTS INTERNATIONAL MANUFACTURING
FTS International Services, LLC	4332747	FTS INTERNATIONAL SERVICES
FTS International Services, LLC	4332750	FTSI

[Schedule I to Trademark Security Agreement]

Owner	Registration Number	Description
FTS International Services, LLC	4752043	NUFLO
FTS International Services, LLC	4210164	PPF
FTS International Services, LLC	4756069	UNCONVENTIONAL BY DESIGN
FTS International Services, LLC	6019852	FRACCREST HB
FTS International Services, LLC	6019853	FRACCREST HBC
FTS International Services, LLC	6019854	FRACWAVE HV
FTS International Services, LLC	6038026	SCALE-DEFENDER P
FTS International Services, LLC	6038027	FRAC-XL I
FTS International Services, LLC	6043414	FRAC-XL D
FTS International Services, LLC	6019855	FRACSURF NS
FTS International Services, LLC	6034711	FRACSURF NE
FTS International Services, LLC	6019856	KLAY-BLOCK T
FTS International Services, LLC	6024998	KLAY-BLOCK P
FTS International Services, LLC	6043415	B-LOW
FTS International Services, LLC	6070304	B-HIGH PLUS
FTS International Services, LLC	6070305	OXI-HIB LT
FTS International Services, LLC	6070306	OXI-HIB HT
FTS International Services, LLC	6070307	FRACBREAK LP
FTS International Services, LLC	6070308	FRACBREAK AP
FTS International Services, LLC	6070309	FRACBREAK LT
FTS International Services, LLC	6070310	FRACBREAK HT
FTS International Services, LLC	6034712	FERROHIB 100
FTS International Services, LLC	6038028	FERROHIB 200
FTS International Services, LLC	6170073	FRACCREST LB

[Schedule I to Trademark Security Agreement]

Owner	Registration Number	Description
FTS International Services, LLC	6112726	FRACWAVE GEL 4.0

Trademark Applications

Owner	MARK	SERIAL NUMBER
FTS International Services, LLC	Frac surf w	88785160
FTS International Services, LLC	Scale-defender	88171792 Intent-to-use
FTS International Services, LLC	B-High	88171810 Intent-to-use
FTS International Services, LLC	Fracsurf	88171798 Intent-to-use
FTS International Services, LLC	Frac-xl d+	88171797 Intent-to-use
FTS International Services, LLC	Fraccrest mbc	88171787 Intent-to-use
FTS International Services, LLC	Fraccrest mb	88171785 Intent-to-use
FTS International Services, LLC	Fracbreak sp	88171829 Intent-to-use
FTS International Services, LLC	Fracbreak lht	88171828 Intent-to-use
FTS International Services, LLC	Fracwave HVS	88428834 Intent-to-use

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

[Schedule I to Trademark Security Agreement]