

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3227158

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	PREFERRED TECHNOLOGY, LLC	02/12/2015
RECEIVING PARTY DATA		
Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS COLLATERAL AGENT	
Street Address:	525 WILLIAM PENN PLACE	
City:	PITTSBURGH	
State/Country:	PENNSYLVANIA	
Postal Code:	15259	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
PCT Number:	US1437443	
PCT Number:	US1452797	
PCT Number:	US1463086	
Application Number:	14266179	
Application Number:	14314573	
Application Number:	14528070	
Application Number:	62072479	
Application Number:	62107060	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	ebensoul@paulweiss.com, dewilliams@paulweiss.com	
Correspondent Name:	ELANA D. BENSOUL	
Address Line 1:	1285 AVENUE OF THE AMERICAS	
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ATTORNEY DOCKET NUMBER:	19840-011	
NAME OF SUBMITTER:	ELANA D. BENSOUL	
SIGNATURE:	/EDB/	

DATE SIGNED:	02/13/2015
Total Attachments: 5 source=2nd Lien Supplemental Patent Short Form (Preferred Technology, LLC) (Executed)#page1.tif source=2nd Lien Supplemental Patent Short Form (Preferred Technology, LLC) (Executed)#page2.tif source=2nd Lien Supplemental Patent Short Form (Preferred Technology, LLC) (Executed)#page3.tif source=2nd Lien Supplemental Patent Short Form (Preferred Technology, LLC) (Executed)#page4.tif source=2nd Lien Supplemental Patent Short Form (Preferred Technology, LLC) (Executed)#page5.tif	

SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

This Supplemental Notice of Grant of Security Interest in Patents (this "Agreement"), dated as of February 12, 2015, is entered into by Preferred Technology, LLC (the "Grantor") in favor of The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (the "Collateral Agent").

WHEREAS, pursuant to the Indenture, dated as of July 31, 2014, among the Issuer, Intermediate Holdings, Holdings, the other Debtors, as guarantors, and the Collateral Agent (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Indenture"), the Holders have agreed to extend credit to the Issuer upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor has executed and delivered that certain Security Agreement, dated as of July 31, 2014, in favor of the Collateral Agent (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which Grantor has granted to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in all of Grantor's right, title, and interest in and to the Patent Collateral (as defined below);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Indenture or Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Subject to the terms of, and limitations contained in, the Security Agreement, Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in and to, and a pledge of, all of the following and all of Grantor's right, title and interest therein, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, but excluding any Excluded Property, the "Patent Collateral"), as collateral security for the prompt and complete payment and performance when due of the Secured Obligations of Grantor:

(i) all United States federally registered and applied for Patents, including those set forth on Exhibit A, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, and (v) any and all products and proceeds of any and all of the foregoing, now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest.

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 Creditors pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This Agreement, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the Laws of the State of New York and the respective rights and obligations of the Grantor and the Collateral Agent shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

PREFERRED TECHNOLOGY, LLC

By: Preferred Technology Holding Company,
LLC, *as sole member*

By: 

Name: Christopher J. Close

Title: Chief Financial Officer

Acknowledged and Agreed by:

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,**
as Collateral Agent

By: 

Name: **Michael Countryman**

Title: **Vice President**

*[Signature Page to Supplemental Notice of Grant of Security Interest in Patents (Preferred Technology, LLC)
(Second Lien)]*

PATENT
REEL: 034963 FRAME: 0837

Exhibit A

Title	Country	Appl. No.	Appl. Date	Patent No.	Issue Date	Owner
PROPPANT MIXTURES	US	14/266,179	4/30/2014			Preferred Technology, LLC
DUAL FUNCTION PROPPANTS	US	14/314,573	6/25/2014			Preferred Technology, LLC
DUST CONTROL TREATMENT FOR PROPPANT SOLIDS	US	14/528,070	10/30/2014			Preferred Technology, LLC
PROPPANTS AND METHODS OF USE THEREOF	US	62/072,479	10/30/2014			Preferred Technology, LLC
PROPPANT SOLIDS WITH WATER ABSORBENT MATERIALS AND METHODS OF MAKING THE SAME	US	62/107,060	1/ 23/2015			Preferred Technology, LLC
PROPPANT WITH ENHANCED INTERPARTICLE BONDING	WO	PCT/US14/37443	5/9/2014			Preferred Technology, LLC
PROPPANT WITH COMPOSITE COATING	WO	PCT/US14/52797	8/27/2014			Preferred Technology, LLC
DUST CONTROL TREATMENT FOR PROPPANT SOLIDS	WO	PCT/US2014/063086	10/30/2014			Preferred Technology, LLC