

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT3823693

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PREFERRED TECHNOLOGY, LLC	04/08/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	ONE BRYANT PARK
<b>City:</b>	NEW YORK CITY
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15070819
<b>Application Number:</b>	15073840
<b>Application Number:</b>	62310039
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	BAN177/58016
<b>NAME OF SUBMITTER:</b>	SHANNON BERTINO
<b>SIGNATURE:</b>	/Shannon Bertino/
<b>DATE SIGNED:</b>	04/11/2016
<b>Total Attachments: 5</b>	
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## **SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS**

This Supplemental Notice of Grant of Security Interest in Patents (this "Agreement"), dated as of April 8, 2016, is entered into by Preferred Technology, LLC (the "Grantor") in favor of Bank of America, N.A., as Collateral Agent (the "Collateral Agent").

**WHEREAS**, pursuant to the ABL Credit Agreement, dated as of July 31, 2014 and amended and restated as of September 8, 2014, the Administrative Borrower, Holdings, the other Debtors, as guarantors, the financial institutions party thereto, as lenders, and the Administrative Agent and Collateral Agent (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), the Lenders have agreed to extend credit to the Borrowers upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor has executed and delivered that certain ABL Security Agreement, dated as of July 31, 2014 and amended and restated as of September 8, 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);

**WHEREAS**, Grantor and Jefferies Finance LLC, as collateral agent (the "Original Collateral Agent") entered into that certain Notice of Grant of Security Interest in Patents dated as of July 31, 2014 (the "Original Patent Security Agreement") pursuant to which Grantor granted to the Original Collateral Agent, for the benefit of the Secured Creditors, a security interest in the Patent Collateral described therein;

**WHEREAS**, Grantor, the Original Collateral Agent, and the Collateral Agent entered into that certain Assignment of Patent Security Interest dated as of September 8, 2014 pursuant to which the Original Collateral Agent assigned to the Collateral Agent all of its right, title and interest in the Patent Collateral described therein; and

**WHEREAS**, Grantor has acquired additional Patent Collateral described on Exhibit A hereto;

**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 ABL Credit Agreement 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 Obligations of Grantor:

(i) all United States federally registered and applied for Patents, including those certain Patents 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 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:

**BANK OF AMERICA, N.A.,**  
as Collateral Agent

By: 

Name: William S. Wilson

Title: Sr. Vice President

**Exhibit A**

**Patent Filings:**

Patent Title	Country	Appl. No.	Appl. Date	Patent No.	Issue Date	Owner
Coated and Cured Proppants	US	15/070,819	03/15/2016	Pending	Pending	Preferred Technology, LLC
Hydrophobic Coating Of Particulates For Enhanced Well Productivity	US	15/073,840	03/18/2016	Pending	Pending	Preferred Technology, LLC
Hydrophobic Coating Of Particulars For Enhanced Well Productivity	US	62/310,039	03/18/2016	Pending	Pending	Preferred Technology, LLC