

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TechniSand, Inc.		08/05/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	public limited company: UNITED KINGDOM

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1813273	SUPERSET O
Registration Number:	1813274	SUPERSET W
Registration Number:	1906981	TEMPERED DC
Registration Number:	1833562	TEMPERED LC
Registration Number:	2601555	HYPERPROP
Registration Number:	2485357	DYNAPROP
Registration Number:	2485356	MAGNAPROP
Registration Number:	2527488	POLARPROP
Registration Number:	1706113	TECHNISAND

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins LLP
 Address Line 1: 650 Town Center Drive

900168980

**TRADEMARK
 REEL: 004257 FRAME: 0241**

OP \$240.00 1813273

Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0165
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	08/09/2010

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 5, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "Grantors") in favor of Barclays Bank PLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties.

WHEREAS, the Grantors are party to the U.S. Pledge and Security Agreement dated as of August 5, 2010 (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) and are required to execute and deliver this Agreement.

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

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"): the trademarks, trade dress, service marks, certification marks, and collective marks listed in Schedule A attached hereto, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Section attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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 Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. TERMINATION

Upon the Payment in Full of the Obligations in accordance with Section 9.08(d) of the Credit Agreement and termination of the Pledge and Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantors a written instrument in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, 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 (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST GRANTED HEREBY).

SECTION 6. COUNTERPARTS

This Agreement 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, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FAIRMOUNT MINERALS, LTD.,

as Grantor

By:

Eric Schondorf
Name:
Title:

STATE OF NEW YORK)

COUNTY OF NEW YORK)

ss.

On this day of AUGUST, 2010 before me personally appeared ERIC L. Schondorf proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FAIRMOUNT MINERALS, LTD. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Paul J. Somełofski
Notary Public

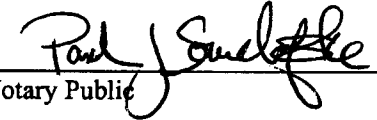
PAUL J. SOMELOFSKE
Notary Public, State of New York
No. 02SO6136677
Qualified in New York County
Commission Expires Nov. 14, 2008
13

TECHNISAND, INC.,
as Grantor

By: 
Name:
Title:

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this ___ day of AUGUST, 2010 before me personally appeared ERIC L. Schondorf, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TECHNISAND, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

PAUL J. SOMEKOSKE
Notary Public, State of New York
No. 02906138677
Qualified in New York County
Commission Expires Nov. 14, 2008

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Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: Ann E. Sutton
Title: Director

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 004257 FRAME: 0248

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Grantor	Mark	Serial No.	Filing Date	Registration No.	Registration Date
United States	Fairmount Minerals, Ltd.	SUPER DC	74/035,196	05-Mar-1990	1,664,639	19-Nov-1991
United States	Fairmount Minerals, Ltd.	SUPER LC	74/004,303	21-Nov-1989	1,692,238	09-Jun-1992
United States	Fairmount Minerals, Ltd.	SUPER HS	73/592,084	07-Apr-1986	1,444,660	30-Jun-1987
United States	TechniSand, Inc.	SUPERSET 0	74/340,357	16-Dec-1992	1,813,273	28-Dec-1993
United States	TechniSand, Inc.	SUPERSET W	74/340,665	16-Dec-1992	1,813,274	28-Dec-1993
United States	TechniSand, Inc.	TEMPERED DC	74/340,664	16-Dec-1992	1,906,981	25-Jul-1995
United States	TechniSand, Inc.	TEMPERED LC	74/340,413	16-Dec-1992	1,833,562	03-May-1994
United States	Fairmount Minerals, Ltd.	TOP PRO	75/476,708	29-Apr-1998	2,390,284	26-Sep-2000
United States	Fairmount Minerals, Ltd.	TOUR BLEND	75/476,611	29-Apr-1998	2,371,557	25-Jul-2000
United States	Fairmount Minerals, Ltd.	TOUR GRADE	75/476,481	29-Apr-1998	2,402,488	07-Nov-2000
United States	TechniSand, Inc.	HYPERPROP	75/656,340	17-Aug-1998	2,601,555	30-Jul-2002
United States	TechniSand, Inc.	DYNAPROP	76/173,491	30-Nov-2000	2,485,357	04-Sep-2001
United States	TechniSand, Inc.	MAGNAPROP	76/173,490	30-Nov-2000	2,485,356	04-Sep-2001
United States	TechniSand, Inc.	POLARPROP	76/266,588	04-Jun-2001	2,527,488	08-Jan-2002

United States	Fairmount Minerals, Ltd.*	AQUAQUARTZ	78/355,883	22-Jan-2004	3,018,597	22-Nov-2005
United States	Fairmount Minerals, Ltd.*	FLEX SAND	78/356,138	23-Jan-2004	3,197,272	09-Jan-2007
United States	Fairmount Minerals, Ltd.	OPTIPROP	78/607,176	12-Apr-2005	3,076,616	04-Apr-2006
United States	Fairmount Minerals, Ltd.*	NEOZIEN	78/888,110	19-May-2006	3,236,798	01-May-2007
United States	Fairmount Minerals, Ltd.	SPECTRAQUARTZ	78/369,679	18-Feb-2004	2,958,714	31-May-2005
United States	Wedron	W AND DESIGN	72/361,202	28-May-1970	911,902	08-Jun-1971
United States	TechniSand, Inc.	TECHNISAND	74/222,996	18-Nov-1991	1,706,113	11-Aug-1992
Canada	Fairmount Minerals, Ltd.	TOUR GRADE	894,755	29-Oct-1998	TMA553,379	05-Nov-2001
Canada	Fairmount Minerals, Ltd.	TOUR BLEND	894,754	29-Oct-1998	TMA549,644	09-Aug-2001
Canada	Fairmount Minerals, Ltd.	TOP PRO	894,756	29-Oct-1998	TMA553,275	02-Nov-2001
Mexico	TechniSand, Inc.	DYNAPROP	364,043	17-Feb-1999	615,300	24-Jun-1999
Mexico	TechniSand, Inc.	MAGNAPROP	364,041	17-Feb-1999	615,299	24-Jun-1999
Mexico	TechniSand, Inc.	HYPERPROP	364,042	17-Feb-1999	616,078	25-Jun-1999

* USPTO shows Fairmount Minerals, Inc. as current owner. U.S. Borrower is in the process of correcting the owner to be Fairmount Minerals, Ltd.