

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preferred Sands Holding Company, LLC		12/15/2011	Delaware LLC: UNITED STATES
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as Collateral Agent		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85416995	P PREFERRED SANDS	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	2024083121 x2348		
Email:	tnuckolls@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Co. J. Paterson		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	028363 005-015 DN		
NAME OF SUBMITTER:	Tim Nuckolls		
Signature:	/Tim Nuckolls/		

Date:

12/16/2011

Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Preferred Sands Holding Company, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other DELAWARE LLC

Citizenship (see guidelines) USA - Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: KeyBank National Association, as Collateral Agent

Internal _____

Address: _____

Street Address: 127 Public Square

City: Cleveland

State: OH

Country: USA Zip: 44114

- Association Citizenship USA - Federal
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) DECEMBER 15, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

85416995

B. Trademark Registration No.(s)

NONE

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Maureen P. Murphy, Legal Assistant

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3283

Fax Number: 212-378-2440

Email Address: mmurphy@cahill.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Maureen P. Murphy
Signature

DECEMBER 15, 2011

Date

MAUREEN P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

EXECUTION COPY

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of December 15, 2011, made by and among Preferred Sands Holding Company, LLC, a Delaware limited liability company (the "Grantor") in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, in its capacity as collateral agent (the "Secured Party"; the Secured Party and the Grantor, collectively the "Parties").

WHEREAS, the Grantor is the owner of the trademark registrations and trademark applications set forth on Schedule I attached hereto (collectively, the "Trademarks");

WHEREAS, pursuant to the terms and conditions of the Amended and Restated Intellectual Property Security Agreement, dated as of December 15, 2011, by and among the Parties and the other grantors party thereto (the "IP Security Agreement"), the Grantor granted to the Secured Party a security interest in, and lien on, certain intellectual property owned by the Grantor, including the Trademarks and all proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the IP Security Agreement, the Grantor agreed to execute and deliver to the Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the IP Security Agreement, the Grantor hereby grants to the Secured Party a security interest in the Trademark Collateral; provided, however, that the Trademark Collateral shall not include any intent-to-use trademark application to the extent and for so long as creation by the Grantor of a security interest therein would result in the loss by such Grantor of any material rights therein.

The Grantor hereby authorizes the PTO to file and record this Notice together with the annexed Schedule I.

The Parties hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the IP Security Agreement or upon their mutual consent.

The Parties hereby acknowledge and agree that the security interest in the Trademark Collateral is granted pursuant to the IP Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral are fully set forth in the IP 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 Notice is deemed to conflict with the IP Security Agreement, the provisions of the IP Security Agreement shall control.

This Notice shall be governed by and construed in accordance with the Laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

This Notice may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Notice by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Notice.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

PREFERRED SANDS HOLDING
COMPANY, LLC

By: Preferred Proppants, LLC, its sole
member

By: 

Name: Matthew McKeever
Title: Executive Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 004681 FRAME: 0828

Schedule I**Registered Trademarks and Trademark Applications**

<u>Application No.</u>	<u>File Date</u>	<u>Mark</u>
85416995	9/7/11	PREFERRED SANDS