

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316762

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jefferies Finance LLC		09/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
<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		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4287610	P PREFERRED SANDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502138158		
<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>			
<b>Phone:</b>	6502130300		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP / Christina Ishihara		
<b>Address Line 1:</b>	3000 El Camino Real, Bldg 5, 9th Floor		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	1155735-0095		
<b>NAME OF SUBMITTER:</b>	Christina Ishihara		
<b>SIGNATURE:</b>	/Christina Ishihara/		
<b>DATE SIGNED:</b>	09/11/2014		
<b>Total Attachments: 6</b>			
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source=TM Security Interest_Jefferies-BofA 5335.0245#page2.tif			
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TRADEMARK



**ASSIGNMENT OF TRADEMARK SECURITY INTEREST**

**THIS ASSIGNMENT OF TRADEMARK SECURITY INTEREST** (this "Assignment") is made and entered into as of September 8, 2014, by Jefferies Finance LLC, as the original collateral agent (in such capacity, "Assignor"), in favor of Bank of America, N.A., as the successor collateral agent (in such capacity, "Assignee").

**W I T N E S S E T H**

WHEREAS, Assignor is party to that certain ABL Security Agreement, dated as of July 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Preferred Sands Holding Company, LLC, (the "Grantor"), the other grantors party thereto and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the Notice of Grant in Security Interest in Trademarks, dated as of July 31, 2014, made by the Grantor in favor of Assignor, which was recorded with the United States Patent and Trademark Office on **August 1, 2014** at **Reel/Frame No. 005335/0245** (the "Trademark Security Agreement"), the Grantor has granted to Assignor a continuing security interest in, and lien on, all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, pursuant to that certain ABL Credit Agreement Restatement Agreement, dated as of September 8, 2014 (the "ABL Credit Agreement Restatement Agreement"), among the Grantor, certain of its affiliates party thereto, Assignor and Assignee, Assignor has resigned as administrative agent and collateral agent under the ABL Credit Agreement and related loan documents, and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Creditors all of its right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. The security interest assigned to Assignee as the new collateral agent for the Secured Creditors pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Trademark Security Agreement, and the Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement and the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

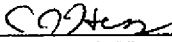
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

**ASSIGNOR:**

**JEFFERIES FINANCE LLC**, as the original collateral agent

By: 

Name: E. Joseph Hess

Title: Managing Director

[Signature Page to Preferred Sands Holding Assignment of Trademark Security Interest]

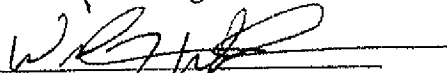
**TRADEMARK**  
**REEL: 005361 FRAME: 0324**

**ACCEPTED AND AGREED**

as of the date above first written:

**ASSIGNEE:**

**BANK OF AMERICA, N.A.**, as the  
successor collateral agent

By:   
Name: William Wilson  
Title: Senior Vice President

{Signature Page to Preferred Sands Holding Assignment of Trademark Security Interest}

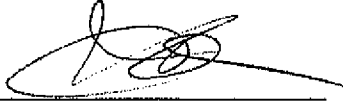
**ACCEPTED AND AGREED**

as of the date above first written:

**GRANTOR:**

**PREFERRED SANDS HOLDING COMPANY, LLC, as  
Grantor**

By: **PREFERRED PROPPANTS, LLC**, its sole member

By:   
Name: Christopher J. Close  
Title: Chief Financial Officer (CFO)

[Signature Page to Preferred Sands Holding Assignment of Trademark Security Interest]

SCHEDULE I  
TO  
ASSIGNMENT OF TRADEMARK SECURITY INTEREST

Trademark	Country	Serial No.	Appl. Date	Reg. Date	Reg. No.
PREFERRED SANDS	United States	85/416,995	9/7/2011	2/12/2013	4287610
PREFERRED SANDS & Design	Canada	1567657	3/7/2012	11/5/2013	TMA864371

NEWYORK 9319441

RECORDED: 09/11/2014

TRADEMARK  
REEL: 005361 FRAME: 0327