

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		09/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Corporation: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3585581	P PREFERRED	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	6502130300		
Email:	iprecordations@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1155735-0095		
NAME OF SUBMITTER:	Christina Ishihara		
SIGNATURE:	/Christina Ishihara/		
DATE SIGNED:	09/11/2014		
Total Attachments: 6			
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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 Unlimited Assets, 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. 005335/0291** (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: *E. Joseph Hess*

Name: E. Joseph Hess

Title: Managing Director

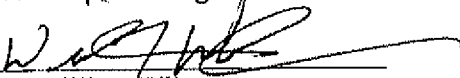
[Signature Page to Preferred Unlimited Assignment of Trademark Security Interest]

TRADEMARK
REEL: 005361 FRAME: 0362

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 Unlimited Assignment of Trademark Security Interest]

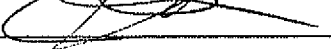
ACCEPTED AND AGREED

as of the date above first written:

GRANTOR:

PREFERRED UNLIMITED ASSETS, LLC, as
Grantor

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

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

[Signature Page to Preferred Unlimited Assignment of Trademark Security Interest]

SCHEDULE I
TO
ASSIGNMENT OF TRADEMARK SECURITY INTEREST

Trademark	Country	Serial No.	Appl. Date	Reg. Date	Reg. No.	Owner
P PREFERRED & Design	United States	77/380905	1/25/08	3/10/2009	3,585,581	Preferred Unlimited Assets, LLC

NEWYORK 9319448

RECORDED: 09/11/2014

TRADEMARK
REEL: 005361 FRAME: 0365