

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preferred Unlimited Assets, LLC		02/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One Bryant Park		
Internal Address:	c/o Bill Wilson		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86492283	P	
Serial Number:	86492305	RCS PROPINTENSE	
Serial Number:	86492203	TERSUS	
Serial Number:	86492254	TERSUS	
Serial Number:	86497637	PREFERRED DC	
Serial Number:	86497641	PREFERRED DC	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	214-661-7324		
Email:	sbertino@velaw.com		
Correspondent Name:	Shannon Bertino		
Address Line 1:	2001 Ross Avenue, Suite 3700		
Address Line 2:	c/o Vinson & Elkins		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	BAN177/58016		
NAME OF SUBMITTER:	Shannon Bertino		

OP \$165.00 86492283

SIGNATURE:	/Shannon Bertino/
DATE SIGNED:	02/20/2015
Total Attachments: 5 source=Executed Trademarks Supplemental Notice of Grant of Security Interest (February 2015)#page1.tif source=Executed Trademarks Supplemental Notice of Grant of Security Interest (February 2015)#page2.tif source=Executed Trademarks Supplemental Notice of Grant of Security Interest (February 2015)#page3.tif source=Executed Trademarks Supplemental Notice of Grant of Security Interest (February 2015)#page4.tif source=Executed Trademarks Supplemental Notice of Grant of Security Interest (February 2015)#page5.tif	

SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Supplemental Notice of Grant of Security Interest in Trademarks (this "Agreement"), dated as of February 4, 2015, is entered into by Preferred Unlimited Assets, 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 borrowers and guarantors, the financial institutions party thereto as lenders and the 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, the 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 the 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 Trademark 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 Trademarks dated as of July 31, 2014 (the "Original Trademark Security Agreement") pursuant to which Grantor granted to the Original Collateral Agent, for the benefit of the Secured Creditors, a security interest in the Trademark Collateral described therein;

WHEREAS, Grantor, the Original Collateral Agent, and the Collateral Agent entered into that certain Assignment of Trademark 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 Trademark Collateral described therein;

WHEREAS, since the date of the Original Trademark Security Agreement, Grantor has acquired additional Trademark 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, the 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 "Trademark 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 Trademarks, including those 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, (v) the goodwill of the business of Grantor symbolized by the Trademarks and (vi) 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; provided, however, that the foregoing grant of security interest and pledge will not cover any applications for any Trademarks that have been filed with the United States Patent and Trademark Office on the basis of an "intent-to-use" with respect to such trademarks until an appropriate amendment to allege use or statement of use is filed in and accepted by the United States Patent and Trademark Office.

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 Trademark 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 Trademarks 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 the 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.

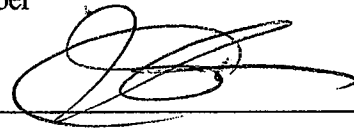
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

PREFERRED UNLIMITED ASSETS, LLC,
as Grantor

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

By: _____



Name:

Title:

Christopher J. Close
Chief Financial Officer (CFO)

Acknowledged and Agreed by:

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

By: 

Name: William Wilson

Title: Senior Vice President

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

TRADEMARK
REEL: 005463 FRAME: 0518

Exhibit A

Grantor	Trademark	Country	Serial No.	App. Date
Preferred Unlimited Assets, LLC	P and Design	United States	86/492283	12/30/14
Preferred Unlimited Assets, LLC	RCS PROPINTENSE	United States	86/492305	12/30/14
Preferred Unlimited Assets, LLC	TERSUS	United States	86/492203	12/30/14
Preferred Unlimited Assets, LLC	TERSUS	United States	86/492254	12/30/14
Preferred Unlimited Assets, LLC	PREFERRED DC	United States	86/497637	1/7/15
Preferred Unlimited Assets, LLC	PREFERRED DC	United States	86/497641	1/7/15