

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preferred Unlimited Assets, LLC		07/31/2019	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 Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4287610	P PREFERRED SANDS	
Registration Number:	4518182	P PREFERRED RCS	
Registration Number:	3585581	P PREFERRED	
Registration Number:	4632031	DUSTPRO	
Registration Number:	4917156	P	
Registration Number:	4917158	RCS PROPINTENSE	
Registration Number:	4794225	TERSUS	
Registration Number:	4943118	PREFERRED DC	
Registration Number:	4999733	FLOPRO	
Registration Number:	5177023	MULTIPRO	
Registration Number:	5038945	PREFERRED PIPELINE	
Registration Number:	5010787	PREFERRED TECHNOLOGY	
Registration Number:	5005946	RCS PEARL	
Registration Number:	4985568	RCS GARNET	
Registration Number:	5005968	RCS ICE	
Registration Number:	5005969	RCS CHROME	
Registration Number:	4968471	FLOPRO PTT	
Registration Number:	5165972	RCS HEAT	
Serial Number:	87849811	PREFERRED SENDS	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87849904	PS
Serial Number:	88034907	DURASAND

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 7137581105
Email: iptldocket@velaw.com
Correspondent Name: W. Scott Brown
Address Line 1: 1001 Fannin Street, Suite 2500
Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:	W. Scott Brown
SIGNATURE:	/wsb/
DATE SIGNED:	08/22/2019

Total Attachments: 7

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**AMENDED AND RESTATED NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

This Amended and Restated Notice of Grant of Security Interest in Trademarks (this “**Agreement**”) dated as of July 31, 2019, is entered into by Preferred Unlimited Assets, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of Bank of America, N.A., a national banking association, as Agent (as defined in the Credit Agreement (as defined below)).

WHEREAS, pursuant to the Third Amended and Restated ABL Credit Agreement dated as of the date hereof, by and among Preferred Proppants, LLC, a Delaware limited liability company (the “**Borrower Agent**”), certain subsidiaries of the Borrower Agent party thereto from time to time as Co-Borrowers, the Grantor, Proppants Holdings, LLC, a Delaware limited liability company, and certain subsidiaries of the Borrower Agent party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Lenders, and Agent (as it may be amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), (i) the Lenders have agreed to extend credit to the Borrowers upon the terms and subject to the conditions set forth therein and (ii) the Grantor has granted to Agent, for the benefit of the Lenders and the other Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to the Trademark Collateral (as defined below).

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 Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Credit Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of, and limitations contained in, the Credit Agreement, the Grantor hereby grants to Agent, for the benefit of the Lenders and the other Secured Parties, a continuing security interest in and to, and a pledge of, all of the following and all of the 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:

(i) all United States federally registered and applied for trademarks, service marks, domain names, trade dress, trade names, website and social media user names, metatags, keywords and other website search terms, uniform resource locators, geographical indications, and other identifiers of source or goodwill, including the goodwill connected with the use thereof and symbolized thereby (collectively, the “**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 the 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 the Grantor or in which the 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. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent for the benefit of the Lenders and the other Secured Parties pursuant to the Credit Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit 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 Credit Agreement, the provisions of the Credit Agreement shall control.

SECTION 4. Recordation. The 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 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 any number of 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.

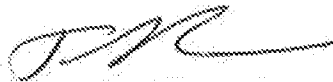
SECTION 7. Amendment and Restatement. This Agreement is intended to amend and restate in its entirety that certain Notice of Grant of Security Interest in Trademarks dated as of July 31, 2014, made by the Grantor in favor of Jefferies Finance LLC, which was recorded with the United States Patent and Trademark Office on August 1, 2014 at Reel/Frame No. 005335/0291, assigned in favor of Agent pursuant to that certain Assignment of Trademark Security Interest dated as of September 8, 2014 (as further amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Existing Trademark Security Agreement**”). All Liens, claims, rights, titles, interests and benefits created and granted by the Existing Trademark Security Agreement shall continue to exist, remain valid and subsisting, shall not be impaired or released hereby, shall remain in full force and effect and are hereby affirmed, renewed, extended, carried forward and conveyed as security for the Obligations (in each case except with respect to property not constituting Trademark Collateral hereunder).

[Signature page follows]

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

GRANTOR:

PREFERRED UNLIMITED ASSETS, LLC

By: 
Name: Jason Palmer
Title: Chief Financial Officer

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

TRADEMARK
REEL: 006726 FRAME: 0860

Acknowledged and Agreed by:

BANK OF AMERICA, N.A.,
as Agent



By: 
Name: William Wilson
Title: Senior Vice President

Exhibit A

Trademarks, Trade Names and Service Marks:

Trademark	Country	Serial No.	Appl. Date	Reg. Date	Reg. No.	Owner
PREFERRED SANDS	United States	85/416,995	9/7/11	2/12/13	4287610	Preferred Unlimited Assets, LLC
P PREFERRED RCS & Design	United States	85/488,310	12/6/11	4/22/14	4518182	Preferred Unlimited Assets, LLC
P PREFERRED & Design	United States	77/380,905	1/25/08	3/10/09	3,585,581	Preferred Unlimited Assets, LLC
DustPro & Design	United States	86/234,046	3/27/14	11/4/14	4632031	Preferred Unlimited Assets, LLC
P and Design	United States	86/492,283	12/30/14	03/15/16	4,917,156	Preferred Unlimited Assets, LLC
RCS PROPINTENSE	United States	86/492,305	12/30/14	03/15/16	4,917,158	Preferred Unlimited Assets, LLC
TERSUS (Class 1)	United States	86/492,203	12/30/14	8/18/15	4,794,225	Preferred Unlimited Assets, LLC
PREFERRED DC (Class 1)	United States	86/497,637	1/7/15	04/19/16	4,943,118	Preferred Unlimited Assets, LLC
FloPRO	United States	86/635,548	5/20/15	07/12/16	4,999,733	Preferred Unlimited Assets, LLC
MultiPRO	United States	86/635,555	5/20/15	04/04/17	5,177,023	Preferred Unlimited Assets, LLC
Preferred Pipeline	United States	86/636,121	5/20/15	09/13/16	5,038,945	Preferred Unlimited Assets, LLC
Preferred Technology	United States	86/636,093	5/20/15	08/02/16	5,010,787	Preferred Unlimited Assets, LLC
RCS Pearl	United States	86/635,827	5/20/15	07/26/16	5,005,946	Preferred Unlimited Assets, LLC
RCS Garnet	United States	86/635,806	5/20/15	06/21/16	4,985,568	Preferred Unlimited Assets, LLC

Trademark	Country	Serial No.	Appl. Date	Reg. Date	Reg. No.	Owner
RCS ICE	United States	86/645,119	5/29/15	07/26/16	5,005,968	Preferred Unlimited Assets, LLC
RCS CHROME	United States	86/645,137	5/29/15	07/26/16	5,005,969	Preferred Unlimited Assets, LLC
Preferredinternational.com	United States	n/a	7/21/15	8/14/15	Pending	Preferred Unlimited Assets, LLC
Preferredenergies.com	United States	n/a	7/21/15	8/14/15	Pending	Preferred Unlimited Assets, LLC
Preferredenergysolutions.com	United States	n/a	7/21/15	8/14/15	Pending	Preferred Unlimited Assets, LLC
Preferredenergytechnologies.com	United States	n/a	7/21/15	8/14/15	Pending	Preferred Unlimited Assets, LLC
multioproppants.com	United States	n/a	7/28/15	8/14/15	Pending	Preferred Unlimited Assets, LLC
dustoproppant.com	United States	n/a	7/28/15	8/14/15	Pending	Preferred Unlimited Assets, LLC
dustprop.com	United States	n/a	7/28/15	8/14/15	Pending	Preferred Unlimited Assets, LLC
flooproppant.com	United States	n/a	7/28/15	8/14/15	Pending	Preferred Unlimited Assets, LLC
floprop.com	United States	n/a	7/28/15	8/14/15	Pending	Preferred Unlimited Assets, LLC
www.PreferredEnergy.com	United States	n/a	9/17/15	9/30/15	Pending	Preferred Unlimited Assets, LLC
FLOPRO PTT	United States	86/783761	10/9/15	05/31/16	4,968,471	Preferred Unlimited Assets, LLC
RCS Heat	United States	87/136926	08/12/16	03/21/17	5,165,972	Preferred Unlimited Assets, LLC
PREFERRED SENDS	United States	87/849811	03/26/18	Pending	Pending	Preferred Unlimited Assets, LLC

Trademark	Country	Serial No.	Appl. Date	Reg. Date	Reg. No.	Owner
	United States	87/849904	03/26/18	Pending	Pending	Preferred Unlimited Assets, LLC
DURASAND	United States	88/034907	07/12/18	Pending	Pending	Preferred Unlimited Assets, LLC