

~~FOR NEGOTIATION AND DISCUSSION PURPOSES ONLY~~

ASSET PURCHASE AGREEMENT
BY AND BETWEEN
HALLIBURTON ENERGY SERVICES, INC.
as Purchaser,
and
OXANE MATERIALS, INC.
as Seller

Dated as of July , 2015

TABLE OF CONTENTS

	Page
SECTION 1. DEFINITIONS.....	1
1.1 Certain Definitions.....	1
1.2 Terms Defined Elsewhere in this Agreement.....	5
SECTION 2. PURCHASE AND SALE OF ASSETS	5
2.1 Purchase and Sale of Assets.....	5
2.2 Excluded Assets	6
2.3 No Assumption of Liabilities.....	7
2.4 Further Assurances.....	7 <u>8</u>
SECTION 3. CONSIDERATION	8
3.1 Consideration	8
3.2 Payment of Purchase Price.....	8
SECTION 4. CLOSING, POST-CLOSING AND TERMINATION	8
4.1 Closing	8
4.2 Closing Deliverables by Seller.....	8 <u>9</u>
4.3 Closing Deliverables by Purchaser	10
SECTION 5. REPRESENTATIONS AND WARRANTIES OF SELLER.....	10 <u>11</u>
5.1 Corporate Organization and Qualification.....	10 <u>11</u>
5.2 Authority	11
5.3 Compliance with Law	11
5.4 Title to Purchased Assets	11 <u>12</u>
5.5 Intellectual Property	11 <u>12</u>
SECTION 6. REPRESENTATIONS AND WARRANTIES OF PURCHASER	12
6.1 Corporate Organization and Qualification.....	12
6.2 Authority	12
6.3 Consents and Approvals; No Violation	12 <u>13</u>
6.4 Brokers and Finders	13
SECTION 7. BANKRUPTCY COURT MATTERS	13
7.1 Auction; Bid Protections; Other Matters	13
7.2 Sale Approval Order	13
SECTION 8. COVENANTS AND AGREEMENTS.....	13 <u>14</u>
8.1 Further Assurances.....	13 <u>14</u>
8.2 Preservation of Records	14
8.3 Transaction Taxes	14 <u>15</u>
8.4 Covenants Relating to IP Assets	

SECTION 9. CONDITIONS TO CLOSING.....	15
9.1 Conditions Precedent to the Obligations of the Parties	15
9.2 Conditions Precedent to the Obligations of Seller	15
9.3 Conditions Precedent to the Obligations of Purchaser	16
9.4 Failure Caused by Party’s Failure to Comply.....	16 <u>17</u>
SECTION 10. NON-SURVIVAL	16 <u>17</u>
10.1 Survival.....	16 <u>17</u>
SECTION 11. MISCELLANEOUS	16 <u>17</u>
11.1 Payment of Expenses	16 <u>17</u>
11.2 Entire Agreement; Amendments and Waivers	17
11.3 Counterparts	17
11.4 Governing Law	17
11.5 Jurisdiction, Waiver of Jury Trial	17 <u>18</u>
11.6 Notices	18
11.7 Binding Effect; Assignment.....	19
11.8 Severability	20
11.9 Non-Recourse	20
11.10 Time of the Essence	20
11.11 Specific Performance	20
11.12 Certain Interpretations	20

EXHIBITS

- Exhibit A – Form of Bill of Sale and Assignment
- Exhibit B – Form of Patent and Trademark Assignment
- Exhibit C – Form of FIRPTA Certificate

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of July [_____, 2015 (the “Execution Date”), by and between HALLIBURTON ENERGY SERVICES, INC., a Delaware Corporation (“Purchaser”), and OXANE MATERIALS, INC., a Delaware corporation (“Seller” or “Debtor”). Each of Purchaser and Seller is referred to individually herein as a “Party” and collectively as the “Parties.” Certain capitalized terms used herein are defined in Section 1.

RECITALS

WHEREAS, Seller has commenced a case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) by filing a voluntary petition for relief, Case No. 15-32940 (SELLER), respectively (the “Seller’s Chapter 11 Case”), with the United States Bankruptcy Court for the Southern District of Texas, (the “Bankruptcy Court”) on or about May 31, 2015 (the “Petition Date”); and

WHEREAS, Seller has agreed to transfer to Purchaser, and Purchaser has agreed to purchase and assume, pursuant to Sections 363 and 365 of the Bankruptcy Code, the Purchased Assets (as defined below) from Seller, upon the terms and subject to the conditions contained in this Agreement, including obtaining an order of the Bankruptcy Court pursuant to Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code authorizing the Contemplated Transactions (as defined below).

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the following terms used in this Agreement shall have the respective meanings assigned to them below:

(a) “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

(b) “Approval Parties” means Seller and Purchaser.

(c) “Assumed Contracts” means all Contracts of Seller described in Section 2.1(b), as they may be amended in accordance with this Agreement, and prior to the Closing Date.

(d) “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

(e) “Business Day” means any day other than a Saturday, Sunday, or other day on which commercial banks in Houston, Texas, are authorized or obligated to close under applicable Laws.

(f) “Code” means the Internal Revenue Code of 1986, as amended.

(g) “Consent” means any consent, waiver, approval, order, or authorization of any Governmental Body or other Person.

(h) “Contemplated Transactions” means the transactions contemplated herein to be consummated at the Closing.

(i) “Contract” means any written or oral contract, service order, indenture, note, bond, lease, license, commitment, or instrument, or other agreement, arrangement, or commitment that is binding upon a Person or its property under applicable Law.

(j) “Cure Costs” means the amounts necessary to cure all defaults, if any, and to pay all actual pecuniary losses, if any, that have resulted from such defaults, under the Assumed Contracts, in each case as of the Petition Date and to the extent required by Section 365(b) of the Bankruptcy Code and any order of the Bankruptcy Court, which amounts (if not already paid or to be paid in the ordinary course of business of the Seller consistent with its past practice pursuant to an order of the Bankruptcy Court) shall be identified to Purchaser in a notice provided to the Seller by the counterparty of the applicable Assumed Contract.

(k) “Documents” means written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, plans, operating records, data, studies and documents, ledgers, journals, regulatory filings, technical documentation (design specifications, engineering information, operating instructions, etc.), user documentation (installation guides, user manuals, training materials, etc.), formal commissioned legal opinions on specific patents, patent applications and trademarks prepared for Seller, formal commissioned patent searches prepared for Seller, and correspondence present in dedicated Seller files for patents and patent applications filed on behalf of Seller, in each case whether or not in electronic form (wherein e-mail correspondence between Seller’s counsel and Seller is not considered “Documents” unless already in a Seller granted patent or pending application file).

(l) “Encumbrance” means any lien, encumbrance, interest, claim (as defined in Section 101(5) of the Bankruptcy Code), option, pledge, security interest or similar interests including, without limitation, rights of first refusal, preemptive rights, conditional sale or other title retention agreements and other impositions, imperfections or defects of title or restrictions on transfer of any nature whatsoever; provided, however, that “Encumbrance” does not include any fees and costs for attorney services, or intellectual property fees and costs (including, among other things, United States and foreign government fees and recordation expenses, associated with the IP Assets) that fall due after Closing.

(m) “Final Order” means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction entered by the Clerk of the Bankruptcy Court or such other court on the docket in Seller’s Chapter 11 Case or the docket of such other court, which has not been stayed and is not subject to appeal.

(n) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

(o) “Governmental Body” means any government, quasi-governmental entity, or other governmental or regulatory body, agency, or political subdivision thereof of any nature, whether foreign, federal, state, or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

(p) “IP Assets” means (i) all national (including, but not limited to, the United States), regional, international and multinational statutory invention registrations, patents (including but not limited to letters patent; patents of importation, improvement or addition; utility model and design patents; and inventor certificates), patent registrations and patent applications and any other patents which may issue on such applications (including, but not limited to, all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations) and all rights therein provided by law, multinational treaties or conventions; (ii) copyrights in published and unpublished works, whether or not registered, any moral rights associated therewith to the extent they can be assigned, and all registrations and renewals thereof and applications for registration therefor (and any registration which may issue on any such application) in any jurisdiction, all recordings related thereto filed in any jurisdiction and all rights therein provided by law, multinational treaties or conventions; (iii) trademarks, service marks, trade dress, logos, trade names and other trade designations, including, without limitation, all of the good will associated therewith, whether or not registered, including without limitation all common law rights, and registrations and renewals and applications for registration thereof (and all registrations which may issue upon such applications), including but not limited to all marks registered in the United States Patent and Trademark Office, the trademark offices of the states and territories of the United States of America, and the trademark offices of other nations throughout the world, and all rights therein provided by multinational treaties or conventions; and (iv) all Technical Information.

(q) “Laws” means all federal, state, local or foreign laws, statutes, rules, codes, regulation and ordinances of, or issued, promulgated, enforced or entered by, any and all Governmental Bodies.

(r) “Legal Proceeding” means any claim, action, complaint, suit, litigation, arbitration, appeal, petition, demand, inquiry, hearing, proceeding, or other dispute, whether civil, criminal, administrative, or otherwise, at law or in equity, by or before any Governmental Body or any arbitrator and any appeal from any of the foregoing.

(s) “Liability” means, as to any Person, any debt, adverse claim, liability, duty, responsibility, obligation, commitment, Tax, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred, or asserted or when the relevant events occurred or circumstances existed, including all costs and expenses relating thereto.

(t) “Permits” means all licenses, permits (including environmental, construction and operation permits), provider numbers, accreditations, franchises, certificates, approvals, Consents,

waivers, clearances, exemptions, classifications, registrations, variances, orders, tariffs, rate schedules and other similar documents and authorizations issued by any Governmental Body and/or any self-regulatory or accreditation body or organization to Seller or its Affiliates and used, or held for use, in connection with the operation of the Purchased Assets in the manner previously undertaken by Seller or applicable to ownership of the Purchased Assets.

(u) “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body, or other entity or group.

(v) “Products” means each type of proppant sold or distributed by Seller, including without limitation, those products distributed under the names “Advanced Ceramic Proppants,” “OxProp,” “OxBall,” “OxSteel” and “OxFrac.”

(w) “Purchased Assets” means, collectively, all assets of Seller to be acquired by Purchaser hereunder, as more fully described in Section 2.1.

(x) “Regulatory Approval” means any Consent, waiver, approval, order, Permit, or authorization of any Governmental Body required in connection with the execution, delivery, and performance of this Agreement and the consummation of the Contemplated Transactions hereunder.

(y) “Sale Approval Order” means a Final Order of the Bankruptcy Court approving this Agreement and the Contemplated Transactions that is reasonably acceptable to the Approval Parties.

(z) “Sale Procedures Order” means that certain Order Approving Sale Procedures and Related Relief Regarding the Sale of the Debtor's Assets entered by the Bankruptcy Court on June 8, 2015.

(aa) “Tax” and “Taxes” means any and all taxes, tariffs, duties, impositions, withholdings, levies, or other similar assessments, charges or fees, imposed by any Governmental Body, together with any interest, penalties, or additional amounts attributable to, imposed upon, or with respect thereto, and shall include any liability or obligation to pay (or contribute to the payment of) Taxes of any Person, whether by contract or law (including Treasury Regulation Section 1.1502-6 and any comparable provision of state, local or foreign Law), as transferee or successor, or otherwise.

~~(bb)~~ (bb)—“Technical Information” means (a) inventions, whether or not patentable, whether or not reduced to practice, and not yet made the subject of a pending patent application or applications; (b) ideas and conceptions of potentially patentable subject matter, including without limitation, any patent disclosures, whether or not reduced to practice and not yet made the subject of a patent application; (c) software and firmware; (d) trade secrets and confidential, technical information, including, without limitation, all ideas, formulas, compositions, inventions, and conceptions of inventions whether patentable or unpatentable and whether or not reduced to practice, technical data obtained from R&D testing, production testing in relation to Q/A of incoming ingredients, mid process, and product Q/A, production process monitoring, sales activities and field activities; (e) technology, including without limitation, know-how and

show-how, manufacturing and production processes and techniques, service and repair manuals, research and development information, drawings, specifications, designs, plans, proposals, technical data and copyrightable works, whether secret or confidential or not; (f) all rights to obtain and rights to apply for patents, and to register copyrights; and (g) all technology embodied by the patents and patent applications listed in the Schedules.

1.2 ~~1.2~~ Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the sections indicated:

<u>Term</u>	<u>Section</u>
“Agreement”	Preamble
“Bankruptcy Code”	Recitals
“Bankruptcy Court”	Recitals
“Bankruptcy Exceptions”	5.2
“Closing”	4.1
“Closing Date”	4.1
“Conditions Precedent”	4.1
“Excluded Assets”	2.2
“Execution Date”	Preamble
“Organizational Documents”	5.1
“Outside Closing Date”	4.1
“Party” or “Parties”	Preamble
“Petition Date”	Recitals
“Purchased Assets”	2.1
“Purchase Price”	3.1
“Purchaser”	Preamble
“Purchaser’s Documents”	6.2
“Record Destruction Date”	8.2
“Seller”	Preamble
“Seller’s Chapter 11 Case”	Recitals
“Seller’s Disclosure Schedule”	Section 5
“Seller’s Documents”	5.2
“Transaction Taxes”	8.4

SECTION 2. PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets. Pursuant to Sections 105, 363, 365, and any other applicable provisions of the Bankruptcy Code and on the terms and subject to the conditions set forth in this Agreement and the Sale Approval Order, Purchaser shall hereby purchase, acquire, and accept from Seller, and Seller shall hereby sell, transfer, assign, convey, and deliver to Purchaser, at the Closing, all of Seller’s right, title, and interest in, to, and under the Purchased Assets, ”as-is” and free and clear of all Encumbrances with any such Encumbrances to attach to the proceeds of the Purchased Assets. Purchaser acknowledges and agrees that Purchaser has been provided an opportunity and has actually conducted a due-diligence review of the Purchased Assets to make a fully informed decision to purchase the Purchased Assets from Seller “as-is”. “Purchased Assets” shall mean only those certain assets, properties, titles, rights, and interests of Seller, whether real or

personal, tangible or intangible, owned, leased, or licensed that are expressly described below and excluding the Excluded Assets:

(a) All IP Assets of the Seller, including without limitation, the IP Assets listed on Schedule 2.1(a) and any claims of Seller against any Person relating to the IP Assets, whether past, present or future, known or unknown, contingent or noncontingent, including without limitation, claims for infringement or theft of trade secrets;

(b) To the extent assignable or transferable in accordance with applicable Law or the Sale Approval Order, all rights and benefits under the Assumed Contracts listed on Schedule 2.1(b); and

(c) All Documents in Seller's possession, or control as of June 9, 2015, including originals and all copies howsoever recorded, that primarily relate to the Purchased Assets described in this Section 2.1 including but not limited to, any Assumed Contract, and all records and correspondence relating thereto.

(d) To the extent in the possession or control of Seller as of June 9, 2015, a 5 kg sample of each Product, each raw ingredient utilized in each Product and each existing product-in-process (collectively, "Samples").

Seller hereby acknowledges that following the Closing the entire beneficial interest in the IP Assets and to which any applications relate is irrevocably vested "as-is" in the Purchaser including the right to make the application for protection in all countries abroad and to claim priority under ~~the International Convention~~ any international convention for such applications and hereby assents to the making of any such applications, with or without priority claims, and of any divisional application resulting therefrom.

2.2 ~~2.2~~ Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be deemed to sell, transfer, assign, or convey any assets of Seller which are not expressly listed or otherwise described in Section 2.1, and Seller shall retain all of its rights, title and interests to, in and under, all assets, properties, interests, and rights not so described or listed (collectively, the "Excluded Assets"). For avoidance of doubt, the Excluded Assets shall include, without limitation, the following:

(a) All Documents that (i) relate to the formation, organization, qualifications to conduct business as a foreign corporation or other legal entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, tax returns, seals, minute books, stock transfer books, stock ledgers, stock certificates, bylaws and other documents relating to the organization and existence of Seller or any Affiliate of Seller as a corporation or other legal entity, as applicable, together with analogous documentation; (ii) relate primarily to any of the Excluded Assets; (iii) Seller is required by Law to retain and is prohibited by Law from providing to Purchaser; (iv) relate to the Contemplated Transactions, including bids received from third Persons; and (v) are attorney generated work product and attorney communications of Seller to/from Seller;

(b) All shares of capital stock or other equity interests of Seller or any Affiliate of Seller or securities convertible into, exchangeable or exercisable for any such shares of capital stock or other equity interests;

(c) Any of Seller's, or any Affiliate's of Seller, director and officer insurance policies, fiduciary policies and employment practices policies and any excess coverage policies applicable thereto (in each case of the foregoing, including any tail policies or coverage thereon) and any of Seller's, or any Affiliate's of Seller, rights, claims, demands, proceedings, credits, causes of action or rights of set off thereunder;

(d) Any preference or avoidance claims or causes of action under the Bankruptcy Code or applicable state Law;

(e) Any commercial tort claim or interests therein of the Seller but specifically not including any claims of Seller against any Person relating to the IP Assets, whether past, present or future, known or unknown, contingent or noncontingent, and claims for infringement or theft of trade secrets;

(f) All claims that Seller may have against any Person solely with respect to any Excluded Assets;

(g) To the extent any tangible assets of Seller or its Affiliates (i) include software (either incorporated within or separate from the tangible asset) necessary or integral to the general use or operation of such tangible asset for purposes other than manufacturing the Products or (ii) have Technical Information (including service and repair manuals) incorporated within or necessary to the general use or operation of such tangible asset for purposes other than manufacturing the Products, such software and other Technical Information shall be excluded from the Purchased Assets;

(h) All correspondence between Seller and any of its legal counsel, except as specifically included in the defined term Documents and not otherwise an Excluded Asset; and

(i) Seller's rights, interests, and benefits under this Agreement.

2.3 ~~2.3~~ No Assumption of Liabilities. Except for Liabilities with respect to the Assumed Contracts, Purchaser does not assume, or become liable for the payment or performance of and shall not be obligated to assume or otherwise discharge, any Liabilities of Seller or its directors, officers, stockholders or agents (acting in such capacities) of any nature whatsoever, whether accrued or unaccrued, which shall remain Liabilities solely and exclusively of Seller. Notwithstanding the foregoing or anything in this Agreement to the contrary, Purchaser acknowledges and agrees that is responsible for paying any Cure Costs associated with the Assumed Contracts and that Purchaser is responsible for any fees and costs, including intellectual property fees and costs, associated directly with the IP Assets at Closing.

2.4 Further Assurances. From time to time following the Closing, Seller and Purchaser shall, and Seller and Purchaser shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and such other instruments, and shall take such further actions, at the sole expense of Purchaser (to the extent any such action is

requested by Purchaser), as may be necessary or appropriate to assign and convey fully to Purchaser and its successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement, and to otherwise make effective the Contemplated Transactions.

SECTION 3. CONSIDERATION

3.1 Consideration. The aggregate consideration (collectively, the “Purchase Price”) to be paid for the purchase of the Purchased Assets shall be \$2,500,000.

3.2 Payment of Purchase Price. The Purchase Price shall be paid at the Closing in full (minus the amount of any cash deposit paid in connection with Purchaser’s bid) in cash via wire transfer of immediately available funds to an account designated by Seller to Purchaser in writing no less than three (3) Business Days prior to the Closing.

SECTION 4. CLOSING, POST-CLOSING AND TERMINATION

4.1 Closing. Subject to the satisfaction of the conditions precedent to the Parties’ respective obligations hereunder as set forth in this Agreement (the “Conditions Precedent”) or the waiver thereof by the Party entitled to the benefit of the applicable condition, the closing of the purchase and sale of the Purchased Assets, the delivery of the Purchase Price, and the consummation of the other Contemplated Transactions (the “Closing”) shall take place ~~at the offices of Haynes and Boone, LLP~~ remotely via exchange of documents (or at such other place as the Parties may designate in writing) on or before (i) two (2) Business Days following the date on which the Sale Approval Order becomes a Final Order or (ii) such later date as the Parties may agree in writing (the date specified in clause (i) or (ii), as applicable, the (“Outside Closing Date”); provided, that to the extent the Conditions Precedent are not so satisfied (other than conditions that by their nature are to be satisfied at the Closing) or so waived by the Parties in writing on or prior to such date, the period of time within which the Closing shall occur shall be automatically extended until, and the Closing shall occur promptly (but no later than five (5) Business Days) following, such date as all of the Conditions Precedent have been satisfied (other than conditions that by their nature are to be satisfied at the Closing) or waived by the Party entitled to waive the applicable condition, unless another time or date, or both, are agreed to in writing by the Parties. Notwithstanding the foregoing, the Outside Closing Date shall not be later than 11:59 p.m. prevailing Central time on the date which is thirty (30) days following the date on which the Sale Approval Order becomes a Final Order. The date on which the Closing shall be held is referred to in this Agreement as the “Closing Date.” Unless otherwise agreed by the Parties in writing, the Closing shall be deemed effective and all right, title and interest of Seller in the Purchased Assets to be acquired by Purchaser hereunder shall be considered to have passed to Purchaser as of 12:01 a.m. prevailing Central time on the Closing Date.

4.2 Closing Deliverables by Seller. At the Closing, Seller shall deliver or, in the case of Sections 4.2(h) and 4.2(i), make available to Purchaser:

(a) One or more duly executed bills of sale and assignment with respect to the Purchased Assets, in the form attached hereto as Exhibit A, except for dates and other relevant information needed to complete and effectuate such attachment;

(b) One or more duly executed patent and trademark assignments evidencing the transfer of the IP Assets in the form attached hereto as Exhibit B, except for dates and other relevant information needed to complete and effectuate such attachment; provided, however, that Purchaser shall be responsible for the recordation of such patent and trademark assignments with any governmental or patent office and any costs associated therewith;

(c) A true and correct copy of the Sale Approval Order;

(d) A duly executed non-foreign person affidavit of Seller dated as of the Closing Date, in the form attached hereto as Exhibit C, except for dates and other relevant information needed to complete and effectuate such attachment, stating that Seller (or, if a Seller is a disregarded entity, its owner) is not a “foreign person” as defined in Section 1445 of the Code;

(e) Such other good and sufficient instruments of conveyance and transfer, in form reasonably satisfactory to Purchaser (in each case signed and acknowledged as appropriate), as Purchaser may reasonably request to vest in Purchaser all the right, title and interest of Seller in, to or under any or all the Purchased Assets; provided that the negotiation, execution and delivery of such other instruments of conveyance and transfer shall be at the sole cost and expense of Purchaser and Purchaser shall promptly, within five days or receipt of a request for reimbursement, reimburse Seller for all reasonable costs and expenses incurred by Seller;

(f) All other previously undelivered certificates, agreements and other documents required by this Agreement to be delivered by Seller at or prior to the Closing in connection with the Contemplated Transactions;

(g) The Documents that comprise the Purchased Assets; physical Documents shall be boxed for transfer to Purchaser and accompanied by a list identifying generally the types of Documents being transferred. ~~Electronic~~The electronic Documents shall be downloaded onto digital media which digital media shall be transferred to Purchaser. The electronic Documents shall be recorded on the digital media in standard format in which each document was created and readily accessible by the Purchaser (no encryption key or password required for access and copying and manipulation). The digital media shall be accompanied by a list identifying generally the types of Documents contained on the digital media. For the avoidance of doubt, the Documents shall include (i) copies of all data and information that relates to the manufacture of products embodying the IP Assets, including, without limitation, any data or information which is stored in any Seller computer system or in the possession or control of Seller as of June 9, 2015, but excluding information on past sales and customers; (ii) copies of all information that relates to any applications or registrations filed with respect to the IP Assets, including, without limitation, all correspondence with any patent granting authority and all searches and opinions regarding the patentability of the IP Assets to the extent set forth in Section 1.1(k) which is in the possession or control of Seller as of June 9, 2015; (iii) copies of all object and source code relating to the IP Assets and all associated documentation which is in the possession or control of Seller as of June 9, 2015; (iv) copies of all Technical Information, including, without limitation, all Technical

Information associated with IP Assets listed on Schedule 2.1(a) which is in the possession or control of Seller as of June 9, 2015, and (v) all laboratory notebooks, if any, case files, and other books and records of Seller relating to the IP Assets which is in the possession or control of Seller as of June 9, 2015; and

(h) The Samples that comprise the Purchased Assets, if any; each Sample shall be delivered in a separate, sealed transportable container which shall identify the contents thereof. The collection, assembly, packaging and transportation of the Samples to Purchaser shall be at the sole cost and expense of Purchaser and Purchaser shall promptly, within five days or receipt of a request for reimbursement, reimburse Seller for all such costs and expenses incurred by Seller.

The Documents and Samples referred to in Sections 4.2(hg) and 4.2(ih) above shall be made available to Purchaser at the time of Closing at the location(s) where such assets are located or such other location(s) as may be agreed to by the Parties, and following the Closing shall be delivered to Purchaser according to procedures reasonably provided by Purchaser at least three (3) Business Days prior to Closing (which procedures must be reasonably acceptable to Seller), such delivery to be at Purchaser's sole cost and expense. Except to the extent such Documents relate to computer software or other Technical Information that is an Excluded Asset, Seller shall not retain any Technical Information Documents following delivery of the Purchased Assets to Purchaser.

4.3 ~~4.3~~ Closing Deliverables by Purchaser. At the Closing, Purchaser shall deliver, or cause to be delivered, to Seller (or to other Persons, at the direction of Seller):

(a) The Purchase Price as required in Section 3;

(b) One or more duly executed bills of sale and assignment ~~meeting the requirements of Section 4.2(a)~~ with respect to the Purchased Assets, in the form attached hereto as Exhibit A, except for dates and other relevant information needed to complete and effectuate such attachment; and

(c) All other previously undelivered certificates, agreements and other documents required by this Agreement to be delivered by Purchaser at or prior to the Closing in connection with the Contemplated Transactions.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller, hereby makes the representations and warranties in this Section 5 to Purchaser as of the Execution Date and the Closing Date (except regarding representations and warranties made as of a particular date, which shall be deemed to be made only as of such date); provided, that, the representations and warranties set forth below shall be deemed as qualified or supplemented by the Seller's Disclosure Schedule attached hereto (the "Seller's Disclosure Schedule"). Each Section of the Seller's Disclosure Schedule is numbered by reference to representations and warranties in a specific Section of this Section 5. Except as provided in this Section 5, Seller makes no intellectual property warranties (whether expressed or implied) on the IP Assets being sold to Purchaser, as the sale is "as-is".

5.1 ~~5.1~~ Corporate Organization and Qualification. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has all requisite power and authority to own, lease, and operate its business as such business is now being conducted, subject to the provisions of the Bankruptcy Code, except as would not have or reasonably be expected to have a material adverse effect on Seller's ability to consummate the Contemplated Transactions. Seller has previously made available to Purchaser complete and correct copies of its certificate of incorporation and bylaws as in effect on the Execution Date (the "Organizational Documents").

5.2 Authority. Except for such authorization as is required by the Bankruptcy Code and the Bankruptcy Court after giving effect to the Sale Approval Order, Seller has all requisite corporate power, authority and legal capacity to (a) execute and deliver this Agreement, (b) execute and deliver each other agreement, document, instrument or certificate contemplated hereby or to be executed by Seller in connection with the consummation of the Contemplated Transactions (together with this Agreement, the "Seller's Documents"), and (c) perform its obligations hereunder and thereunder and consummate the Contemplated Transactions. The execution and delivery of Seller's Documents, and the consummation of the Contemplated Transactions, have been duly authorized by all requisite corporate action on the part of Seller. This Agreement has been, and at or prior to the Closing, the other Seller's Documents will be, duly and validly executed and delivered by Seller and (assuming the due authorization, execution and delivery by the other Parties hereto and thereto, and the entry of the Sale Approval Order) this Agreement constitutes, and each of Seller's Documents when so executed and delivered will constitute, legal, valid and binding obligations of the Seller, enforceable against Seller in accordance with their respective terms, subject to: ~~(i) entry of the Sale Approval Order by the Bankruptcy Court, and (ii) applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) (the "Bankruptcy Exceptions").~~

5.3 Compliance with Law. To the knowledge of the Seller, no investigations, inquiries or reviews by any Governmental Body with respect to the Purchased Assets have been commenced, nor are any contemplated, that would impose any Liability on Purchaser or, from and after the Closing Date, the Purchased Assets.

5.4 Title to Purchased Assets. Except as set forth in [Schedule 5.4 of](#) the Seller's Disclosure Schedule, Seller has good and valid title to all tangible and intangible assets assigned or licensed hereunder, free and clear of any Encumbrances, except Liens for Taxes not yet due and payable.

5.5 Intellectual Property.

(a) Neither this Agreement nor the transactions contemplated by this Agreement, including the assignment to Purchaser of any Contracts or other agreements to which Seller is a party, will result in: (i) Purchaser or Seller granting to any third party any rights to any of the IP Assets owned by, or licensed to, any of them, (ii) Purchaser or Seller being bound by, or subject to, any non-compete or other restriction on the operation or scope of their respective businesses, or (iii) Purchaser or Seller being obligated to pay any royalties or other amounts to any third party in excess of those payable by any of them, respectively, in the absence of this Agreement or the transactions contemplated hereby. ~~No~~[Except as provided in Schedule 5.5 of the Seller's Disclosure Schedule, no](#) license or any other right is granted to, or retained by, Seller hereunder by implication or otherwise with respect to any of the IP Assets.

(b) Seller agrees not to take any actions and there is no agreement (non-competition or otherwise), commitment, judgment, injunction, order or decree to which Seller is a party or otherwise binding upon Seller, which has or may reasonably be expected to have the effect of prohibiting, impairing, derogating, interfering with, diminishing or tarnishing Purchaser's rights under this Agreement or in any IP Assets acquired hereunder.

SECTION 6. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby makes the representations and warranties in this [Section 6](#) to Seller as of the Execution Date and as of the Closing Date (except with respect to representations and warranties made as of a particular date, which shall be deemed to be made only as of such date).

[6.1](#) ~~6.1~~ Corporate Organization and Qualification. Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Purchaser has all requisite power and authority (corporate or otherwise) to own, lease and operate its properties and to carry on its business as it is now being conducted except as would not have or reasonably be expected to have a material adverse effect on Purchaser's ability to consummate the Contemplated Transactions.

6.2 Authority. Purchaser has all requisite power, authority and legal capacity to (a) execute and deliver this Agreement, (b) execute and deliver each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Purchaser in connection with the consummation of the Contemplated Transactions (together with this Agreement, the "Purchaser's Documents"), and (c) perform its obligations hereunder and thereunder and consummate the Contemplated Transactions. The execution, delivery, and performance by Purchaser of this Agreement and each of Purchaser's Documents have been duly authorized by all necessary corporate action on the part of Purchaser. This Agreement has been, and at or prior to the Closing, the other Purchaser's Documents will be, duly and validly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other Parties hereto

and thereto) this Agreement constitutes, and each of the Purchaser's Documents when so executed and delivered will constitute, legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to the [entry of the Sale Approval Order by the Bankruptcy Exceptions Court](#).

6.3 Consents and Approvals; No Violation.

(a) None of the execution and delivery by Purchaser of this Agreement or the Purchaser's Documents, the consummation of the Contemplated Transactions, or the compliance by Purchaser with any of the provisions hereof or thereof will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of acceleration, payment, amendment, termination or cancellation under any provision of (i) the certificate of incorporation and the bylaws (or similar organizational documents) of Purchaser, (ii) any material Contract (including but not limited to any Contracts related to financing) or Permit to which Purchaser is a party or by which Purchaser or its properties or assets are bound, (iii) any order of any Governmental Body applicable to Purchaser or by which any of the properties or assets of Purchaser are bound, or (iv) any applicable Law, other than, in the case of clauses (ii), (iii), and (iv), except as would not have or reasonably be expected to have a material adverse effect on Purchaser's ability to consummate the Contemplated Transactions.

(b) No Consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Governmental Body or other Person nor any other Regulatory Approval is required on the part of Purchaser in connection with the execution and delivery of this Agreement or the Purchaser's Documents, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the Contemplated Transactions or the taking by Purchaser of any other action contemplated hereby or thereby, or for Purchaser to purchase Purchased Assets in accordance with the terms of this Agreement.

6.4 Brokers and Finders. Purchaser has not employed, and to the knowledge of Purchaser, no other Person has made any arrangement by or on behalf of Purchaser with, any investment banker, broker, finder, consultant or intermediary in connection with the Contemplated Transactions which would be entitled to any investment banking, brokerage, finder's or similar fee or commission in connection with this Agreement or the Contemplated Transactions.

**SECTION 7.
BANKRUPTCY COURT MATTERS**

7.1 Auction; Bid Protections; Other Matters. On June 8, 2015, the Bankruptcy Court entered the Sale Procedures Order.

7.2 Sale Approval Order. The Sale Approval Order shall be entered by the Bankruptcy Court. The Sale Approval Order shall, among other things:

(a) Approve, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, (i) the execution, delivery and performance by Seller of this Agreement, (ii) the sale of the Purchased Assets to Purchaser on the terms set forth herein are free and clear of all Encumbrances, and (iii) the performance by Seller of its obligations under this Agreement;

(b) Authorize and empower Seller to assume and assign to Purchaser the Assumed Contracts;

(c) Find that Purchaser is a “good faith” buyer within the meaning of Section 363(m) of the Bankruptcy Code, not a successor to Seller and grant Purchaser the protections of Section 363(m) of the Bankruptcy Code; and

(d) Provide that pursuant to Bankruptcy Rules 7062 and 9014, the terms and conditions of the Sale Approval Order shall be effective immediately upon entry and shall not be subject to the stay provisions contained in Bankruptcy Rules 6004(h) and 6006(d).

Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining Bankruptcy Court approval of the Sale Approval Order. In the event that the Bankruptcy Court’s approval of the Sale Approval Order shall be appealed, Seller shall use commercially reasonable efforts to defend such appeal.

SECTION 8. COVENANTS AND AGREEMENTS

8.1 Further Assurances.

(a) Subject to the terms and conditions of this Agreement and applicable Law, the Parties shall use their respective commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective the Contemplated Transactions as soon as practicable, and shall coordinate and cooperate with each other in exchanging information, keeping the other Parties reasonably informed with respect to the status of matters contemplated by this Agreement and supplying such reasonable assistance as may be reasonably requested by another Party in connection therewith.

(b) Subject to the terms and conditions of this Agreement, the Parties shall not take any action or refrain from taking any action the effect of which would be to unduly delay or impede the ability of the Parties to consummate the Contemplated Transactions, unless in such Party’s reasonable judgment, taking such action or refraining from taking such action is consistent with achieving the ultimate objective of consummating the Contemplated Transactions or is required by applicable Law.

(c) Notwithstanding anything in this Agreement to the contrary, the obligations of Seller pursuant to this Section 8.1 shall be subject to any orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with Seller’s Chapter 11 Case), and Seller’s obligations as a debtor in possession to comply with any order of the Bankruptcy Court (including the Sale Procedures Order and the Sale Approval Order).

8.2 ~~8.2~~—Preservation of Records. Except as provided in an Order of the Bankruptcy Court, Purchaser agrees that it shall preserve and keep the records received from Seller as part of the Purchased Assets for a period of two (2) years from the Closing Date, and shall make such records available to Seller as may be reasonably required by Seller and solely to the extent that Seller is

required to access records to fulfill a requirement imposed by applicable ~~law~~Law. Access to records under this Section shall be at the sole expense of Seller, shall occur during customary business hours and shall be scheduled upon reasonable written notice from Seller to Purchaser.

8.3 ~~8.3~~ Transaction Taxes. Purchaser and Seller covenant and agree that they will use their best efforts to obtain an order from the Bankruptcy Court pursuant to Section 1146(a) of the Bankruptcy Code exempting, to the maximum extent possible, the transfer of the Purchased Assets from Seller to Purchaser from any and all Transaction Taxes (as hereinafter defined). To the extent that the transfer of any of the Purchased Assets from Seller to Purchaser are not exempt under Section 1146(a) of the Bankruptcy Code, Purchaser shall pay any sales, use, stamp, transfer, documentary, registration, business and occupation and other similar Taxes (including related penalties (civil or criminal), additions to tax and interest) imposed by any Governmental Body with respect to the transfer of any of the Purchased Assets to Purchaser (“Transaction Taxes”). However, Transaction Taxes does not include any government fees for recordation or informing any governmental agency of the transfer of IP Assets to Purchaser, including, but not limited to, recordation fees and expenses, and all of such all such government fees, recordation fees and expenses shall be paid by Purchaser.

8.4 Covenants Relating to IP Assets. Purchaser agrees that within seven (7) days following the Closing, it shall take the necessary steps to file a revocation of the current Power of Attorney with the appropriate governmental or patent office and appoint Purchaser’s own attorneys for the IP Assets. Purchaser agrees that it shall assume all responsibilities for the IP Assets at Closing, including, but not limited to, all prosecution duties and due dates, maintenance fees, annuities, and any fees due to foreign associates. Purchaser acknowledges and agrees that it is not entitled to and shall not rely on the legal opinions, or any advice contained in any legal opinions, patent searches or correspondence included as part of the Purchased Assets.

SECTION 9. CONDITIONS TO CLOSING

9.1 Conditions Precedent to the Obligations of the Parties. The respective obligations of each Party to this Agreement to consummate the Contemplated Transactions are subject to the satisfaction or written waiver, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Seller and Purchaser in whole or in part to the extent permitted by applicable Law):

(a) There shall not be in effect any order issued and entered by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Contemplated Transactions;

(b) The Bankruptcy Court shall have entered the Sale Procedures Order and the Sale Approval Order and each of such orders shall be a Final Order and in form and substance reasonably satisfactory to the Approval Parties;

9.2 Conditions Precedent to the Obligations of Seller. The obligations of Seller to consummate the Contemplated Transactions are subject to the fulfillment, on or prior to the

Closing Date, of each of the following conditions (any or all of which may be waived in writing by Seller in whole or in part to the extent permitted by applicable Law):

(a) The representations and warranties of Purchaser set forth in Section 6 hereof shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality) or in all material respects (in the case of any representation or warranty not qualified by materiality) as of the date hereof and as of the Closing Date as though made on and as of the Closing Date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects);

(b) Purchaser shall have performed and complied in all material respects with all covenants, obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date, and Seller shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect;

(c) Purchaser shall have delivered, or caused to be delivered, to Seller all of the items set forth in Section 4.3;

(d) The Purchase Price shall have been delivered in accordance with Section 3.2; and

(e) Purchaser shall have delivered to Seller evidence of all necessary action by Purchaser in connection with the Contemplated Transactions, including, without limitation: (i) certified copies of resolutions duly adopted by Purchaser's directors or similar governing body approving the Contemplated Transactions and authorizing the execution, delivery, and performance by Purchaser of this Agreement and the other Purchaser's Documents; and (ii) a certificate as to the incumbency of the officers of Purchaser executing this Agreement and any instrument or other document delivered in connection with the Contemplated Transactions.

9.3 ~~9.3~~ Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the Contemplated Transactions are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) The representations and warranties of Seller set forth in Section 5 shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality) or in all material respects (in the case of any representation or warranty not qualified by materiality) as of the date hereof and as of the Closing Date as though made on and as of the Closing Date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects);

(b) Seller shall have performed and complied in all respects with all covenants, obligations and agreements required in this Agreement to be performed or complied with by Seller on or prior to the Closing Date, and Purchaser shall have received a certificate signed by an authorized officer of Seller, dated the Closing Date, to the foregoing effect;

(c) Purchaser shall have received all Consents, if any, from third parties (including any Governmental Bodies) (which Purchaser deems reasonably necessary) to permit Purchaser to own the Purchased Assets from and after the Closing; and

(d) Seller shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 4.2.

9.4 ~~9.4~~—Failure Caused by Party's Failure to Comply. No Party may rely on the failure of any condition set forth in Section 9.1, Section 9.2, or Section 9.3, as the case may be, if such failure was caused by such Party's breach or failure to comply with any provision of this Agreement.

SECTION 10. NON-SURVIVAL

10.1 Survival. No representations and warranties of Seller or Purchaser contained in this Agreement or any document delivered in connection with the transactions contemplated by this Agreement shall survive beyond the Closing Date. Covenants requiring performance or which may be performed after the Closing Date shall survive the Closing Date until fully performed.

SECTION 11. MISCELLANEOUS

11.1 Payment of Expenses. Except as otherwise expressly provided in this Agreement and whether or not the transactions contemplated hereby are consummated, Seller and Purchaser shall bear their own expenses incurred or to be incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Contemplated Transactions. The documented third-party expenses for transferring any physical file, computer file or Samples from Seller to Purchaser actually incurred by Seller shall be paid/reimbursed to Seller by ~~the~~ Purchaser after Closing, within five (5) days of Seller providing Purchaser evidence of any such reimbursable amounts.

11.2 ~~11.2~~—Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto and other documents specifically referred to herein) represents the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof. This Agreement may be amended, supplemented, or changed, and any provision hereof may be waived, only by a written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification, or waiver is sought and the approval in writing of such amendment, supplement, modification, or waiver by (a) each of the Approval Parties or (b) order of the Bankruptcy Court. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

11.3 Counterparts. For the convenience of the Parties, this Agreement may be executed (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

11.4 Governing Law. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE AND WHERE STATE LAW IS IMPLICATED, THE LAWS OF THE STATE OF TEXAS SHALL GOVERN, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

11.5 Jurisdiction, Waiver of Jury Trial.

(a) THE BANKRUPTCY COURT WILL HAVE JURISDICTION OVER THE PARTIES HERETO AND ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY; PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY COURT IS UNWILLING OR UNABLE TO HEAR ANY SUCH DISPUTE, THE COURTS OF THE STATE OF TEXAS IN HARRIS COUNTY AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION WILL HAVE SOLE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS.

11.6 Notices. Unless otherwise set forth herein, any notice, request, instruction or other document to be given hereunder by any Party to another Party shall be in writing and shall be deemed duly given either (i) upon delivery, when delivered personally, (ii) one (1) day after being sent by overnight courier or when sent by facsimile transmission or e-mail (in either case with a confirming copy sent by overnight courier), or (iii) three (3) days after being sent by registered or certified mail, postage prepaid, as follows:

If to Seller, to:

Oxane Materials, Inc.
c/o Harney Management Partners, LLC
401 Congress Ave., Suite 1540
Austin, Texas 78701
Attn: Gregory S. Milligan
Fax No.: 512-532-0990
Telephone: 512-892-0803

With a copy (which shall not constitute effective notice) to:

Miller, Egan, Molter & Nelson LLP
221 West Sixth Street, Suite 700
Austin, Texas 78701
Attn: Thomas R. Nelson
Fax No.: 866-815-1912
Telephone: 512-685-0201

and

Taube Summers Harrison Taylor Meinzer Brown LLP
100 Congress Avenue, 18th floor
Austin, Texas 78701
Attn: Morris D. Weiss
Fax No.: 512-472-5248
Telephone: 512-697-0252

If to Purchaser, to:

Halliburton Energy Services, Inc.
3000 N. Sam Houston Parkway East
Houston, Texas 77032
Attention: General Counsel
Fax: 713-871-2698
Telephone: 281-871-2860

With a copy (which shall not constitute effective notice) to:

Haynes and Boone, LLP
1221 McKinney Street, Suite 2100
Houston, Texas 77010-2007
Attn: Henry Flores, Esq.
Fax No.: 713-236-5499
Telephone: 713-547-2259

or to such other Persons or addresses as may be designated in writing by the Party to receive such notice.

11.7 Binding Effect; Assignment. ~~This~~Subject to the terms and conditions herein, this Agreement shall be binding ~~upon Purchaser and, subject to entry of the Sale Procedures Order (with respect to the matters covered thereby) and the Sale Approval Order, Seller,~~on the Parties and inure to the benefit of the Parties and their respective successors and permitted assigns,

including, without limitation, any trustees or estate representatives appointed in Seller's Chapter 11 Case or any successor Chapter 7 case. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by Seller or Purchaser (by operation of law or otherwise) without the prior written consent of the other Parties hereto and any attempted assignment without the required consents shall be void; provided, that Purchaser may assign its rights and obligations hereunder in whole or in part to one or more Affiliates or wholly-owned subsidiaries of Purchaser (subject to the next succeeding sentence). No assignment of any obligations hereunder shall relieve the Parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires.

11.8 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Contemplated Transactions is not affected in a manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the Contemplated Transactions are fulfilled to the fullest extent possible.

11.9 Non-Recourse. Except as expressly contemplated by this Agreement, no past, present or future director, officer, employee, independent contractor, advisor, lawyer, agent, representative, incorporator, member, partner or equityholder of Seller or Purchaser shall have any liability for any obligations or liabilities of Seller or Purchaser under this Agreement or Seller's Documents or the Purchaser's Documents or for any claim based on, in respect of, or by reason of, the Contemplated Transactions.

11.10 Time of the Essence. Time is of the essence in this Agreement.

11.11 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

11.12 Certain Interpretations.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) All references in this Agreement to Articles, Sections, Schedules and Exhibits shall be deemed to refer to Articles, Sections, Schedules and Exhibits to this Agreement.

(ii) All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iii) The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(iv) The words “include,” “includes” and “including,” when used herein shall be deemed in each case to be followed by the words “without limitation” (regardless of whether such words or similar words actually appear).

(v) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded.

(vi) Any reference in this Agreement to \$ shall mean U.S. dollars.

(vii) Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(viii) The words such as “herein,” “hereinafter,” “hereof,” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(b) The Parties hereto agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document shall be construed against the Party drafting such agreement or document.

(c) Purchaser acknowledges hereby that Seller may not comply with the provisions of any bulk transfer Laws of any jurisdiction in connection with the Contemplated Transactions.

[Remainder of page intentionally left blank]

MEMN Draft 6/30/15

~~FOR NEGOTIATION AND DISCUSSION PURPOSES ONLY~~

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

PURCHASER:

HALLIBURTON ENERGY SERVICES, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

SELLER:

OXANE MATERIALS, INC.
A Delaware corporation

By: _____

Name: _____

Title: _____

Exhibit A

Form of Bill of Sale and Assignment

BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT (this “*Agreement*”), dated as of _____, 2015, is made by and between Oxane Materials, Inc., a Delaware corporation (the “*Seller*”), and Halliburton Energy Services, Inc., a Delaware corporation whose principal offices are located at 3000 N. Sam Houston Parkway East, Houston, Texas 77032 (the “*Purchaser*”). Seller and Purchaser are each individually referred to herein as a “*party*” and collectively as the “*parties*.”

RECITALS

A. The Seller and the Purchaser are parties to that certain Asset Purchase Agreement, dated July __, 2015 (the “*Purchase Agreement*”), which was approved by the United States Bankruptcy Court for the Southern District of Texas (“*Bankruptcy Court*”) pursuant to that certain Sale Approval Order (as defined in the Purchase Agreement), pursuant to which the Purchaser has agreed, upon the terms and conditions set forth therein, to purchase, acquire and accept all of Seller’s right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement) on an “as-is” basis, all in the manner and subject to the terms and conditions approved in the Sale Approval Order and set forth in the Purchase Agreement and in accordance with Sections 363 and 365 and other applicable provisions of the title 11 of the United States Code (the “*Bankruptcy Code*”).

B. The Seller has agreed to sell, transfer, convey, assign and deliver to the Purchaser all of Seller’s right, title and interest in and to the Purchased Assets on an “as-is” basis, all in the manner and subject to the terms and conditions approved in the Sale Approval Order and set forth in the Purchase Agreement and in accordance with Sections 363 and 365 and other applicable provisions of the Bankruptcy Code.

C. The Seller and the Purchaser desire to enter into this Agreement simultaneously with the Closing to effect certain transactions referred to in and contemplated by the Purchase Agreement.

AGREEMENT

Pursuant to the Purchase Agreement and in consideration of the promises, covenants and agreements contained herein and therein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereto hereby agree as follows.

1. Definitions. Each capitalized term in this Agreement shall have the same meaning as is ascribed to such term in the Purchase Agreement, unless otherwise specified herein.

2. Conveyance and Assignment. Effective as of 12:01 a.m. prevailing Central time on the date hereof, upon the terms and subject to the conditions set forth in the Sale Approval Order, this Agreement and the Purchase Agreement, the Seller hereby irrevocably and unconditionally sells, transfers, conveys, assigns and delivers to Purchaser, to have and to hold forever, all of Seller’s right, title and interest in and to the Purchased Assets, “as-is” and free and clear of any and all

Encumbrances, and Purchaser does hereby purchase, acquire and accept from Seller all of Seller's right, title and interest in and to the Purchased Assets, "as-is".

3. No Assumption of Liabilities. Except for Liabilities with respect to the Assumed Contracts, if any, nothing in the Purchase Agreement or this Agreement is intended to result in, nor shall be construed as, the Purchaser assuming any Liabilities of Seller as part of the Purchased Assets. Notwithstanding the foregoing, Purchaser acknowledges and agrees that is responsible for paying any Cure Costs associated with the Assumed Contracts and that Purchaser is responsible for any fees and costs, including all current and future fees and costs, associated with the IP Assets due at or after Closing.

4. Further Assurances. The Seller and the Purchaser each covenants and agrees promptly to execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or desirable to effectuate and perform more fully the provisions of this Agreement and the assignment and assumption provided for in Section 2 hereof.

5. Terms of the Purchase Agreement. This Agreement is executed and delivered in connection with the consummation of the transactions described in the Purchase Agreement. Notwithstanding anything herein to the contrary, nothing herein shall in any way vary or expand the promises, agreements, representations and warranties of the parties to and set forth in the Purchase Agreement (or the survival thereof as therein provided), none of which shall be merged herewith. In the event that there exists any conflict or difference between any of the terms and conditions hereof and any of the terms and conditions of the Purchase Agreement, the Purchase Agreement will control.

6. Successor and Assigns. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any of the conflict of law rules thereof.

8. Headings. The descriptive headings herein are for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties, by its duly authorized representative, has caused this Agreement to be executed on its behalf as of the date first set forth above.

SELLER:

OXANE MATERIALS, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

PURCHASER:

HALLIBURTON ENERGY SERVICES, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Document comparison by Workshare Compare on Tuesday, June 30, 2015
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Exhibit B

Form of Patent and Trademark Assignment

(SEAL)

My Commission expires_____

Schedule A to Assignment Between
Oxane Materials, Inc. and Halliburton Energy Services, Inc.
United States Patents and Patent Applications

Title	App. No.	App. Date	Pat. No.	Issue Date

Oxane Materials, Inc. Initials _____

Schedule B to Assignment Between
Oxane Materials, Inc. and Halliburton Energy Services, Inc.
Foreign Patents and Patent Applications

Title	Country	App. No.	App. Date	Pat. No.	Issue Date

Oxane Materials, Inc. Initials _____

Schedule C to Assignment Between
Oxane Materials, Inc. and Halliburton Energy Services, Inc.
Trademarks

Mark	Country	App. No.	Filing Date	Reg. No.	Issue Date

Oxane Materials, Inc. Initials _____

Document comparison by Workshare Compare on Tuesday, June 30, 2015
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Total changes	5

Exhibit C

Form of FIRPTA Certificate

CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a United States real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon the disposition of a United States real property interest by Oxane Materials, Inc. (the "**Transferor**"), I, [REDACTED], as [REDACTED] of the Transferor, hereby certify the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of United States income taxation (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. The Transferor is not a disregarded entity as defined in Treas. Reg. § 1.1445-2(b)(2)(iii);
3. The Transferor's U.S. federal employer identification number is _____; and
4. The Transferor's office address is:

[REDACTED]

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Oxane Materials, Inc.

By: _____
Name: _____
Title: _____

Date: [REDACTED], 2015

Document comparison by Workshare Compare on Tuesday, June 30, 2015
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Description	Certification of Non-Foreign Status (Oxane Materials Inc) v2
Document 2 ID	file://C:\Users\Brooke\Documents\Oxane Materials, Inc\Bankruptcy- IP Sale\Certification of Non-Foreign Status (Oxane Materials Inc) (Halliburton) (v1).docx
Description	Certification of Non-Foreign Status (Oxane Materials Inc) (Halliburton) (v1)
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Total changes	0

Schedule 2.1(a)

IP Assets

See attached list of patents and trademarks.

The following is a general summary of Seller's trade secret information:

(a) A new "IP Segregation" folder has been created on Seller's main server drive. Seller's former Director of Research & Development was retained to cut/paste applicable trade secret information consistent with the definition of "Technical Information" in the Agreement.

A total of 66,237 files in 8,581 folders accounting for 34.5GB of data will be provided.

(b) All lab notebooks in the Houston R&D lab have been tabulated and cataloged by date and by inventor. That detail is located inside the IP Segregation folder.

(c) The physical files in the Houston R&D lab have been reviewed and responsive documents have been placed into two (2) boxes for delivery to Purchaser.

(d) The physical files in the Arkansas plant have been reviewed and responsive documents have been placed into thirteen (13) banker boxes for delivery to Purchaser.

(e) Samples of various sizes (which may be greater than or less than 5 kg) of finished product and raw materials, as described below, have been organized and are available to delivery to Purchaser.

PRODUCT SAMPLES

	30/40	35/45	40/50	45/55	50/60
OB		X	X	X	X
OS	X	X	X	X	X
OT				X	X

RAW MATERIAL SAMPLES

Material	Sample
Bauxite (Chinese Lot 19)	X
AC-300 Alumina	X
RC-1 Alumina	X
Pumice	X
Perlite	X
Cenos	X
Ball Clay	No sample
Bentone	No sample
Ground Cenosa	No sample
Cerafix	No sample
Ligatex	No sample

Other dedicated IP files of Seller relating to legal opinions, searches, and non-filed applications from their IP counsel shall also be provided.

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
COMPOSITION AND METHOD FOR MAKING A PROPPANT WITH CONTROLLED BOUYANCY AND CRUSH STRENGTH	3150-001	US	Converted	2/4/2005	60/649,594	NA	NA	NA	NA
COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01	US	Issued	2/3/2006	11/347,664	8/10/2006	20060177661	12/2/2008	7,459,209
A COMPOSITION AND METHOD FOR MAKING ARGENTINA A PROPPANT	3150-001-01-ARGENTINA	Argentina	Issued	2/3/2006	P 06 01 00408	5/16/2007	AR 053672 A1	11/20/2014	AR053672B1
A COMPOSITION AND METHOD FOR MAKING ARMENIA A PROPPANT	3150-001-01-ARMENIA	Armenia	Issued	9/3/2007	200701665	NA	NA	12/30/2009	012634
A COMPOSITION AND METHOD FOR MAKING AUSTRALIA A PROPPANT	3150-001-01-AUSTRALIA	Australia	Issued	8/3/2007	2006210470	8/10/2006	2006210470	5/5/2011	2006210470
A COMPOSITION AND METHOD FOR MAKING AZERBAIJAN A PROPPANT	3150-001-01-AZERBAIJAN	Azerbaijan	Issued	9/3/2007	200701665	NA	NA	12/30/2009	012634
A COMPOSITION AND METHOD FOR MAKING BELARUS A PROPPANT	3150-001-01-BELARUS	Belarus	Issued	9/3/2007	200701665	NA	NA	12/30/2009	012634
A COMPOSITION AND METHOD FOR MAKING BRAZIL A PROPPANT	3150-001-01-BRAZIL	Brazil	Pending Not Yet Examined	7/31/2007	P10606548-1	6/30/2009	BRPI0606548 A2	NA	NA
A COMPOSITION AND METHOD FOR MAKING CANADA A PROPPANT	3150-001-01-CANADA	Canada	Issued	7/9/2007	2,593,969	8/10/2006	2593969	7/19/2011	2,593,969
A COMPOSITION AND METHOD FOR MAKING CHINA A PROPPANT	3150-001-01-CHINA	China	Issued	8/6/2007	200680004151.8	1/30/2008	101115906	9/4/2013	ZL200680004151.8
A COMPOSITION AND METHOD FOR MAKING CZECH REPUBLIC A PROPPANT	3150-001-01-CZECH REPUBLIC	Czech Republic	Issued	7/12/2007	06734420.0	NA	NA	11/2/2011	1856374

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-DENMARK	Denmark	Issued	7/12/2007	06734420.0	NA	NA	11/2/2011	1856374
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-EAPO	EAPO	Issued	9/3/2007	200701665	2/28/2008	200701665	12/30/2009	012634
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-EPO	EPO	Issued	7/12/2007	06734420.0	11/21/2007	1856374	11/2/2011	1856374
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-FINLAND	Finland	Issued	7/12/2007	06734420.0	NA	NA	11/2/2011	1856374
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-FRANCE	France	Issued	7/12/2007	06734420.0	NA	NA	11/2/2011	1856374
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-GCC	GCC	Issued	2/12/2006	GCC/P/2006/5804	NA	NA	8/4/2012	GC0002042
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-GERMANY	Germany	Issued	7/12/2007	06734420.0	NA	NA	11/2/2011	60200602555 7.8
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-GREECE	Greece	Issued	7/12/2007	06734420.0	NA	NA	11/2/2011	1856374
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-HUNGARY	Hungary	Issued	7/12/2007	06734420.0	NA	NA	11/2/2011	1856374
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-ICELAND	Iceland	Issued	7/12/2007	06734420.0	NA	NA	11/2/2011	15'856374
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-IRELAND	Ireland	Issued	7/12/2007	06734420.0	NA	NA	11/2/2011	1856374
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-ITALY	Italy	Issued	7/12/2007	06734420.0	NA	NA	11/2/2011	1856374

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-KAZAKHSTAN	Kazakhstan	Issued	9/3/2007	200701665	NA	NA	12/30/2009	012634
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-KYRGYZ_REPU BLIC	Kyrgyz Republic	Issued	9/3/2007	200701665	NA	NA	12/30/2009	012634
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-MEXICO	Mexico	Issued	8/2/2007	MX/a/2007/009374	11/15/2007	2007009374	2/7/2013	307258
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-MOLDOVA	Moldova	Issued	9/3/2007	200701665	NA	NA	12/30/2009	012634
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-NORWAY	Norway	Pending Not Yet Examined	7/19/2007	2007 3753	NA	NA	NA	NA
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-PCT	PCT	Done	2/3/2006	PCT/US2006/004106	8/10/2006	WO 2006/084236	NA	NA
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-POLAND	Poland	Issued	7/12/2007	06734420.0	NA	NA	11/2/2011	1856374
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-ROMANIA	Romania	Issued	7/12/2007	06734420.0	NA	NA	11/2/2011	1856374
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-RUSSIAN FEDERATION	Russian Federation	Issued	9/3/2007	200701665	NA	NA	12/30/2009	012634
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-SWEDEN	Sweden	Issued	7/12/2007	06735520.0	NA	NA	11/2/2011	1856374
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-TAJIKISTAN	Tajikistan	Issued	9/3/2007	200701665	NA	NA	12/30/2009	012634
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-TURKEY	Turkey	Issued	7/12/2007	06734420.0	NA	NA	11/2/2011	1856374

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-TURKMENISTAN	Turkmenistan	Issued	9/3/2007	200701665	NA	NA	12/30/2009	012634
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-UNITED KINGDOM	United Kingdom	Issued	7/12/2007	06734420.0	NA	NA	11/2/2011	1856374
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-UZBEKISTAN	Uzbekistan	Issued	9/4/2007	IAP 20070356	NA	NA	3/31/2010	IAP 04123
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01-VENEZUELA	Venezuela	Pending Not Yet Examined	2/6/2006	2006-000205	7/28/2009	NA	NA	NA
COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01A	US	Issued	10/16/2008	12/252,581	2/5/2009	20090032253	3/29/2011	7,914,892
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01A-EPO	EPO	Pending Response Filed	9/29/2010	10011662.3	3/9/2011	2292894	NA	NA
COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01B	US	Issued	10/16/2008	12/252,653	2/5/2009	20090032254	8/23/2011	8,003,212
COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01C	US	Issued	10/16/2008	12/252,682	3/12/2009	20090065208	2/8/2011	7,883,773
COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-01D	US	Issued	10/16/2008	12/252,708	2/12/2009	20090038798	2/15/2011	7,887,918
COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-02	US	Issued	8/3/2006	11/498,527	7/19/2007	20070166541	2/17/2009	7,491,444
COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-02A	US	Issued	1/27/2009	12/360,218	5/28/2009	20090137433	10/30/2012	8,298,667
COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-02A1	US	Issued	9/20/2012	13/623,202	1/24/2013	20130022816	12/10/2013	8,603,578

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-03	US	Issued	3/27/2007	11/728,953	8/30/2007	20070202318	9/6/2011	8,012,533
COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04	US	Issued	6/27/2007	11/769,247	6/12/2008	20080135245	1/11/2011	7,867,613
A COMPOSITION AND METHOD FOR MAKING ARGENTINA A PROPPANT	3150-001-04-ARGENTINA	Argentina	Pending Not Yet Examined	8/1/2007	P070103388	10/22/2008	062170	NA	NA
A COMPOSITION AND METHOD FOR MAKING ARMENIA A PROPPANT	3150-001-04-ARMENIA	Armenia	Issued	3/2/2009	200970177	NA	NA	7/30/2012	016841
A COMPOSITION AND METHOD FOR MAKING AUSTRALIA A PROPPANT	3150-001-04-AUSTRALIA	Australia	Issued	2/2/2009	2007282111	2/14/2008	2007282111	2/14/2013	2007282111
A COMPOSITION AND METHOD FOR MAKING AZERBAIJAN A PROPPANT	3150-001-04-AZERBAIJAN	Azerbaijan	Issued	3/2/2009	200970177	NA	NA	7/30/2012	016841
A COMPOSITION AND METHOD FOR MAKING BELARUS A PROPPANT	3150-001-04-BELARUS	Belarus	Issued	3/2/2009	200970177	NA	NA	7/30/2012	016841
A COMPOSITION AND METHOD FOR MAKING BRAZIL A PROPPANT	3150-001-04-BRAZIL	Brazil	Pending Not Yet Examined	1/30/2009	PI0714091-6	1/1/2013	BRP0714091 A2	NA	NA
A COMPOSITION AND METHOD FOR MAKING CANADA A PROPPANT	3150-001-04-CANADA	Canada	Allowed	1/26/2009	2,659,669	2/14/2008	2659669	NA	NA
A COMPOSITION AND METHOD FOR MAKING CHINA A PROPPANT	3150-001-04-CHINA	China	Allowed	4/1/2009	200780036785.6	9/2/2009	101522856	NA	NA
A COMPOSITION AND METHOD FOR MAKING EAPO A PROPPANT	3150-001-04-EAPO	EAPO	Issued	3/2/2009	200970177	8/28/2009	200970177	7/30/2012	016841
A COMPOSITION AND METHOD FOR MAKING EPO A PROPPANT	3150-001-04-EPO	EPO	Issued	2/3/2009	07810264.7	4/15/2009	2047061	3/26/2014	2047061

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-GCC	GCC	Pending Response Filed	7/28/2007	GCC/P/2007/8786	NA	NA	NA	NA
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-GERMANY	Germany	Issued	2/3/2009	07810264.7	4/15/2009	2047061	3/26/2014	2047061
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-GREAT BRITAIN UNITED KINGDOM	United Kingdom	Issued	2/3/2009	07810264.7	4/15/2009	2047061	3/26/2014	2047061
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-HONG_KONG	Hong Kong	Pending Not Yet Examined	10/13/2009	09109436.4	11/27/2009	09109436.4	NA	NA
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-INDIA	India	Pending Not Yet Examined	2/18/2009	1176/DELNP/2009	NA	NA	NA	NA
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-KAZAKHSTAN	Kazakhstan	Issued	3/2/2009	200970177	NA	NA	7/30/2012	016841
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-KYRGYZSTAN	Kyrgyzstan	Issued	3/2/2009	200970177	NA	NA	7/30/2012	016841
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-MALAYSIA	Malaysia	Issued	1/30/2009	P120090402	NA	NA	12/30/2011	MY-145160-A
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-MEXICO	Mexico	Issued	1/30/2009	MX/a/2009/001238	2/12/2009	2009001238	11/29/2013	315919
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-MOLDOVA	Republic of Moldova	Issued	3/2/2009	200970177	NA	NA	7/30/2012	016841
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-PCT	PCT	Done	7/9/2007	PCT/US2007/015624	2/14/2008	WO 2008/018966	NA	NA
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-REPUBLIC OF KOREA	Republic of Korea	Issued	3/2/2009	10-2009-7004407	3/18/2015	10-1501293	3/4/2015	10-1501293

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-RUSSIAN FEDERATION	Russian Federation	Issued	3/2/2009	200970177	NA	NA	7/30/2012	016841
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-TAJIKISTAN	Tajikistan	Issued	3/2/2009	200970177	NA	NA	7/30/2012	016841
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-TURKMENISTA N	Turkmenistan	Issued	3/2/2009	200970177	NA	NA	7/30/2012	016841
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04-VENEZUELA	Venezuela	Pending Not Yet Examined	8/1/2007	2007-001656	6/4/2010	NA	NA	NA
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04A	US	Issued	12/7/2010	12,961,629	3/31/2011	20110077176	12/13/2011	8,075,997
A COMPOSITION AND METHOD FOR MAKING A PROPPANT	3150-001-04A-AUSTRALIA	Australia	Allowed	1/29/2013	2013200446	2/14/13	2013200446	9/25/2014	2013200446
METHOD AND APPARATUS FOR PLASMA AND HVOF SPRAYS OF CERAMIC COATINGS	3150-003	US	Abandoned	8/3/2005	60/704,664	NA	NA	NA	NA
A METHOD TO REMOVE SULFUR OR SULFUR-CONTAINING SPECIES FROM A SOURCE	3150-004	US	Converted	5/10/2006	60/799,129	NA	NA	NA	NA
METHOD TO REMOVE SULFUR OR SULFUR-CONTAINING SPECIES FROM A SOURCE	3150-004-01	US	Issued	5/9/2007	11/801,244	NA	NA	8/4/2009	7,569,199
PROPPANTS WITH CARBIDE AND/OR NITRIDE PHASES	3150-006	US	Converted	7/18/2007	60/950,534	NA	NA	NA	NA
PROPPANTS WITH CARBIDE AND/OR NITRIDE PHASES	3150-006-01	US	Issued	7/18/2008	12/176,029	2/12/2009	20090038797	11/1/2011	8,047,288

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
PROPPANTS WITH CARBIDE AND/OR NITRIDE PHASES	3150-006-01-PCT	PCT	Done	7/18/2008	PCT/US2008/070487	1/22/2009	WO 2009/012455	NA	NA
PROPPANTS WITH CARBIDE AND/OR NITRIDE PHASES	3150-006-02	US	Issued	9/14/2011	13/232,040	1/5/2012	20120003136	5/15/2012	8,178,477
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-007	US	Converted	5/20/2008	61/054,515	NA	NA	NA	NA
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-007-01	US	Converted	5/20/2008	61/054,622	NA	NA	NA	NA
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-007-02	US	Converted	12/5/2008	61/120,317	NA	NA	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-007-03	US	Issued	5/19/2009	12/468,088	11/26/2009	20090288820	5/1/2012	8,168,570
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-007-03-ARGENTINA	Argentina	Pending Not Yet Examined	5/20/2009	P090101818	7/21/2010	AR 071860 A1	NA	NA
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-007-03-CANADA	Canada	Pending O/A Response due	11/19/2010	2,725,088	1/28/2010	2,725,088	NA	NA
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-007-03-CHINA	China	Allowed	1/20/2011	200980128414.X	6/15/2011	102099545	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPIANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-007-03-EAPO	EAPO	Allowed	12/17/2010	201071331	6/30/2011	201071331	NA	NA
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPIANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-007-03-EPO	EPO	Pending Response Filed	12/20/2010	09744812.0	3/16/2011	2307666	NA	NA
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPIANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-007-03-GCC	GCC	Pending Not Yet Examined	5/19/2009	GCC/P/2009/13517	NA	NA	NA	NA
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPIANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-007-03-INDIA	India	Pending Not Yet Examined	11/16/2010	8117/DELNP/2010	NA	NA	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPIANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-007-03-MEXICO	Mexico	Issued	11/12/2010	MX/a/2010/012463	12/7/2010	MX2010012463	3/26/2015	328892
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPIANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-007-03-PCT	PCT	Done	5/19/2009	PCT/US2009/044425	1/28/2010	WO 2010/011402	NA	NA
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPIANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-007-03-VENEZUELA	Venezuela	Pending Not Yet Examined	5/19/2009	2009-000897	6/20/2012	NA	NA	NA
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPIANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-007-04	US	Pending O/A Response Due	3/28/2012	13/432,015	7/19/2012	20120181020	NA	NA
METHOD OF MANUFACTURE AND THE USE OF A FUNCTIONAL PROPPIANT FOR DETERMINATION OF SUBTERRANEAN FRACTURE GEOMETRIES	3150-008	US	Abandoned	12/6/2007	77/345,519	NA	NA	9/25/2008	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
OXPROP	3150-008-CANADA	Canada	Abandoned	6/5/2008	1,398,265	NA	NA	3/16/2009	NA
OXBALLS	3150-009	US	Abandoned	12/6/2007	77/345,506	NA	NA	9/16/2009	NA
OXSENSE	3150-010	US	Abandoned	12/6/2007	77/345,867	NA	NA	12/7/2011	NA
OXSENSE	3150-010-CANADA	Canada	Abandoned	6/5/2008	1,398,267	NA	NA	5/6/2010	NA
MORE OIL, MORE GAS, MORE QUICKLY	3150-011	US	Registered	2/28/2008	77/409,053	NA	NA	11/29/2011	4,063,636
NANOSTRUCTURED INNOVATIONS	3150-012	US	Registered	5/20/2008	77/479,485	NA	NA	2/7/2012	4,096,476
OXANE Logo with blue X and blue underline	3150-013	US	Registered	2/28/2008	77/409,093	NA	NA	12/6/2011	4,067,446
OXANE MATERIALS	3150-014	US	Registered	2/28/2008	77/409,072	NA	NA	12/6/2011	4,067,445
OXFRAC	3150-015	US	Abandoned	2/28/2008	77/409,037	NA	NA	4/14/2012	NA
OXFRAC	3150-015-CANADA	Canada	Abandoned	6/5/2008	1,398,266	NA	NA	NA	NA
HOLOPROP	3150-019	US	Abandoned	5/16/2008	77/476,524	NA	NA	9/16/2009	NA
HOLO	3150-020	US	Abandoned	5/16/2008	77/476,537	NA	NA	9/16/2009	NA
HOLOFRAC	3150-021	US	Abandoned	5/16/2008	77/476,550	NA	NA	9/16/2009	NA
OXBALL	3150-024	US	Registered	11/12/2008	77/612,986	NA	NA	1/10/2012	4,084,234
OXBALL	3150-024-CANADA	Canada	Registered	11/14/2008	1,418,343	NA	NA	8/27/2013	TMA858,697
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028	US	Converted	12/22/2009	61/289,014	NA	NA	NA	NA
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01	US	Issued	12/14/2010	12/967,784	6/23/2011	20110146985	5/15/2012	8,178,476
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01-ARGENTINA	Argentina	Pending Not Yet Examined	12/21/2010	P 100104823	10/3/2012	081515	NA	NA
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01-AUSTRALIA	Australia	Issued	6/19/2012	2010333894	7/12/2012	2010333894	6/26/2014	2010333894
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01-BRAZIL	Brazil	Pending Not Yet Examined	6/21/2012	1120120153226	NA	NA	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01-CANADA	Canada	Pending Not Yet Examined	6/21/2012	2,785,366	6/30/2011	2,785,366	NA	NA
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01-CHINA	China	Pending Response Filed	8/22/2012	201080064478.0	11/14/2012	102781663A	NA	NA
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01-EAPO	EAPO	Abandoned	7/19/2012	201290543	1/30/2013	201290543	NA	NA
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01-EPO	EPO	Pending Response Filed	6/19/2012	10839988.2	10/31/2012	2516152	NA	NA
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01-GCC	GCC	Pending Not Yet Examined	12/21/2010	GC 2010-17418	NA	NA	NA	NA
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01-HONG_KONG	Hong Kong	Pending Not Yet Examined	3/25/2013	13103656.4	7/19/2013	1176037	NA	NA
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01-INDIA	India	Pending Not Yet Examined	6/7/2012	5062/DELNP/ 2012	NA	NA	NA	NA
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01-MALAYSIA	Malaysia	Pending Not Yet Examined	6/22/2012	PI2012002900	NA	NA	NA	NA
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01-MEXICO	Mexico	Issued	6/20/2012	MX/a/2012/ 007248	7/30/2012	MX2012007248	11/29/2013	315918
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01-PCT	PCT	Done	12/13/2010	PCT/US2010/ 060029	6/30/2011	WO 2011/078985	NA	NA
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01-REPUBLIC_OF_KOREA	Republic of Korea	Abandoned	7/20/2012	1020127019149	9/25/2012	20120105536	NA	NA
A PROPPANT HAVING A GLASS-CERAMIC MATERIAL	3150-028-01-VENEZUELA	Venezuela	Pending Not Yet Examined	12/20/2010	2010-002017	7/21/2014	549	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
CORDIERITE HAVING AN INCREASED ALPHA-CORDIERITE PHASE AND A PROPPANT CONTAINING THE SAME	3150-029	US	Converted	12/16/2009	61/286,833	NA	NA	NA	NA
CORDIERITE HAVING AN INCREASED ALPHA-CORDIERITE PHASE AND A PROPPANT CONTAINING THE SAME	3150-029-01	US	Issued	11/22/2010	12/951,347	6/16/2011	20110143969	12/23/2014	8916505
CORDIERITE HAVING AN INCREASED ALPHA-CORDIERITE PHASE AND A PROPPANT CONTAINING THE SAME	3150-029-01-CANADA	Canada	Pending O/A Response due	6/14/2012	2,784,417	6/23/2011	2,784,417	NA	NA
CORDIERITE HAVING AN INCREASED ALPHA-CORDIERITE PHASE AND A PROPPANT CONTAINING THE SAME	3150-029-01-PCT	PCT	Done	11/22/2010	PCT/US2010/057580	8/16/2011	WO 2011/075285	NA	NA
POROUS CERAMIC PARTICLES WITH CONTROLLED POROSITY AND METHOD OF MAKING SAME	3150-037	US	Converted	12/31/2009	61/291,649	NA	NA	NA	NA
MICROSPHERE CONTAINING CERAMIC PARTICLES WITH CONTROLLED MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-01	US	Converted	2/25/2010	61/308,131	NA	NA	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-02	US	Issued	12/23/2010	12/977,302	6/30/2011	20110160104	5/20/2014	8728991
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-02-ARGENTINA	Argentina	Pending Not Yet Examined	12/29/2010	P110100006	10/3/2012	081516	NA	NA
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-02-AUSTRALIA	Australia	Issued	6/26/2012	2010336912	7/19/2012	2010336912	3/27/2014	2010336912
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-02-BRAZIL	Brazil	Pending Not Yet Examined	6/28/2012	1120120160745	NA	NA	NA	NA
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-02-CANADA	Canada	Pending Not Yet Examined	6/21/2012	2,785,464	7/7/2011	2,785,464	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-02-CHINA	China	Pending Response Filed	8/31/2012	201080065095.5	11/14/2012	102781854A	NA	NA
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-02-EAPO	EAPO	Abandoned	7/30/2012	201290595	12/28/2012	201290595	NA	NA
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-02-EPO	EPO	Pending Not Yet Examined	6/22/2012	10841612.4	11/7/2012	2519473	NA	NA
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-02-GCC	GCC	Pending Not Yet Examined	12/29/2010	GC 2010-17504	NA	NA	NA	NA
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-02-INDIA	India	Pending Not Yet Examined	6/11/2012	5161/DELNP/2012	NA	NA	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-02-MALAYSIA	Malaysia	Pending Not Yet Examined	6/29/2012	PI2012002998	NA	NA	NA	NA
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-02-MEXICO	Mexico	Pending Not Yet Examined	6/27/2012	MX/a/2012/007608	7/30/12	2012007608	NA	NA
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-02-PCT	PCT	Done	12/23/2010	PCT/US2010/061999	7/7/2011	WO 2011/082102	NA	NA
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-02-REPUBLIC_OF_KOREA	Republic of Korea	Pending Not Yet Examined	7/30/2012	10-2012-7020076	11/9/2012	20120123671	NA	NA
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-02-VENEZUELA	Venezuela	Pending Not Yet Examined	12/29/2010	2010-002113	12/26/2012	NA	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
CERAMIC PARTICLES WITH CONTROLLED PORE AND/OR MICROSPHERE PLACEMENT AND/OR SIZE AND METHOD OF MAKING SAME	3150-037-03	US	Pending Not Yet Examined	4/15/2014	14/252,800	9/4/2014	2014-0249058-A1	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041	US	Converted	1/29/2010	61/299,700	NA	NA	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-01	US	Converted	2/25/2010	61/308,144	NA	NA	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-02	US	Pending RCE/Appeal Due	1/20/2011	13/009,917	6/21/2012	20120157358	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-02-ARGENTINA	Argentina	Pending Not Yet Examined	1/27/2011	P 110100275	4/25/2012	AR 080641 A1	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-02-AUSTRALIA	Australia	Allowed	7/25/2012	2011209837	8/16/2012	2011209837	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-02-BRAZIL	Brazil	Pending Not Yet Examined	7/26/2012	1120120185993	NA	NA	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-02-CANADA	Canada	Issued	7/25/2012	2,788,186	8/4/2011	2,788,186	4/7/2015	2,788,186

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-02-CHINA	China	Pending Response Filed	9/28/2012	201180016990.2	1/16/2013	102884280A	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-02-EAPO	EAPO	Abandoned	8/28/2012	201290723	2/28/2013	EA201290723	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-02-EPO	EPO	Pending Response Filed	7/25/2012	11737458.7	12/5/2012	2529079	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-02-GCC	GCC	Pending Not Yet Examined	1/26/2011	GC 2011-17662	NA	NA	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-02-INDIA	India	Pending Not Yet Examined	8/9/2012	7020/DELNP/2012	NA	NA	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-02-MALAYSIA	Malaysia	Pending Not Yet Examined	7/26/2012	PI2012003397	NA	NA	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-02-MEXICO	Mexico	Pending Not Yet Examined	7/23/2012	MX/a/2012/008605	8/15/2012	2012008605	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-02-PCT	PCT	Done	1/20/2011	PCT/US2011/021785	8/4/2011	WO 2011/094106	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-02-REPUBLIC OF KOREA	Republic of Korea	Pending Not Yet Examined	8/28/2012	10-2012-7022476	12/20/2012	20120137358	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-02-VENEZUELA	Venezuela	Pending Not Yet Examined	1/27/2011	2011-000086	2/15/2013	NA	NA	NA
SELF-TOUGHENED HIGH-STRENGTH PROPPANT AND METHODS OF MAKING SAME	3150-041-03-AUSTRALIA	Australia	Pending Not Yet Examined	1/14/2015	2015200154	2/5/2015	2015200154	NA	NA
HERCULES	3150-044	US	Abandoned	3/22/2010	77/965,020	NA	NA	NA	NA
OX	3150-045	US	Abandoned	3/22/2010	77/965,135	NA	NA	NA	NA
OXSTEEL	3150-046	US	Registered	3/22/2010	77/965,193	NA	NA	1/15/2013	4,276,114
OXSTEEL	3150-046-01-MEXICO	Mexico	Abandoned	9/22/2010	1121668	NA	NA	4/26/2011	NA
OXSTEEL	3150-046-02-MEXICO	Mexico	Abandoned	9/22/2010	1121669	NA	NA	4/26/2011	NA
OXSTEEL	3150-046-CANADA	Canada	Registered	9/22/2010	1,499,042	NA	NA	9/5/2013	TMA859,265
CERAMIC REBAR	3150-047	US	Abandoned	3/22/2010	77/965,180	NA	NA	4/27/2012	NA
ATLAS	3150-048	US	Abandoned	3/22/2010	77/965,221	NA	NA	NA	NA
LENGTH MATTERS	3150-049	US	Abandoned	3/25/2010	77/968,898	NA	NA	9/7/2012	NA
OXTAG	3150-050	US	Abandoned	3/25/2010	77/968,913	NA	NA	NA	NA
OXPACK	3150-051	US	Abandoned	4/22/2010	85/020,367	NA	NA	10/17/2011	NA
OXPEC	3150-052-01-MEXICO	Mexico	Registered	4/23/2010	1084344	NA	NA	5/6/2010	1157193
OXPEC	3150-052-21-MEXICO	Mexico	Registered	4/23/2010	1084345	NA	NA	2/17/2011	1201946
OXPEC	3150-052-40-MEXICO	Mexico	Abandoned	4/23/2010	1084346	NA	NA	1/11/2011	NA
LIGHT WEIGHT PROPPANT WITH IMPROVED STRENGTH AND METHODS OF MAKING SAME	3150-054	US	Converted	9/21/2010	61/384,875	NA	NA	NA	NA
LIGHT WEIGHT PROPPANT WITH IMPROVED STRENGTH AND METHODS OF MAKING SAME	3150-054-01	US	Pending RCE/Appeal Due	3/18/2013	13/846,232	9/19/2013	20130244914	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
LIGHT WEIGHT PROPPANT WITH IMPROVED STRENGTH AND METHODS OF MAKING SAME	3150-054-01-CANADA	Canada	Abandoned	3/18/2013	2,811,598	3/29/2012	2,811,598	NA	NA
LIGHT WEIGHT PROPPANT WITH IMPROVED STRENGTH AND METHODS OF MAKING SAME	3150-054-01-EPO	EPO	Pending Not Yet Examined	3/28/2013	11827247.5	7/31/2013	2619154	NA	NA
LIGHT WEIGHT PROPPANT WITH IMPROVED STRENGTH AND METHODS OF MAKING SAME	3150-054-01-MEXICO	Mexico	Pending Not Yet Examined	3/20/2013	MX/a/2013/003248	5/1/2013	MX2013003248	NA	NA
LIGHT WEIGHT PROPPANT WITH IMPROVED STRENGTH AND METHODS OF MAKING SAME	3150-054-01-PCT	PCT	Done	9/15/2011	PCT/US2011/051712	3/29/2012	WO 2012/040025	NA	NA
LIGHT WEIGHT PROPPANT WITH IMPROVED STRENGTH AND METHODS OF MAKING SAME	3150-058	US	Converted	10/13/2010	61/392,508	NA	NA	NA	NA
LIGHT WEIGHT PROPPANT WITH IMPROVED STRENGTH AND METHODS OF MAKING SAME	3150-058-01	US	Pending O/A Response Due	3/18/2013	13/846,136	8/15/2013	20130206408	NA	NA
LIGHT WEIGHT PROPPANT WITH IMPROVED STRENGTH AND METHODS OF MAKING SAME	3150-058-01-ARGENTINA	Argentina	Pending Not Yet Examined	10/13/2011	P110103798	3/13/2013	AR 083650 AI	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
LIGHT WEIGHT PROPPANT WITH IMPROVED STRENGTH AND METHODS OF MAKING SAME	3150-058-01-CANADA	Canada	Allowed	3/25/2013	2,812,578	4/19/2012	2,812,578	NA	NA
LIGHT WEIGHT PROPPANT WITH IMPROVED STRENGTH AND METHODS OF MAKING SAME	3150-058-01-EPO	EPO	Pending O/A Response Due	3/28/2013	11833145.3	8/21/2013	2627727	NA	NA
LIGHT WEIGHT PROPPANT WITH IMPROVED STRENGTH AND METHODS OF MAKING SAME	3150-058-01-MEXICO	Mexico	Pending Not Yet Examined	4/2/2013	MX/a/2013/003734	4/24/2013	MX2013003734	NA	NA
LIGHT WEIGHT PROPPANT WITH IMPROVED STRENGTH AND METHODS OF MAKING SAME	3150-058-01-PCT	PCT	Done	10/6/2011	PCT/US2011/055010	4/19/2012	WO 2012/051026	NA	NA
EXTRUSION PROCESS FOR PROPPANT PRODUCTION	3150-060	US	Converted	1/25/2011	61/435,938	NA	NA	NA	NA
EXTRUSION PROCESS FOR PROPPANT PRODUCTION	3150-060-01	US	Pending O/A Response Due	1/23/2012	13/355,606	7/26/2012	20120190597	NA	NA
EXTRUSION PROCESS FOR PROPPANT PRODUCTION	3150-060-01 ARGENTINA	Argentina	Pending Not Yet Examined	1/25/2012	P120100247	8/7/2013	085034 A1	NA	NA
EXTRUSION PROCESS FOR PROPPANT PRODUCTION	3150-060-01 AUSTRALIA	Australia	Pending Not Yet Examined	7/25/2013	20122209370	8/15/2013	20122209370	NA	NA
EXTRUSION PROCESS FOR PROPPANT PRODUCTION	3150-060-01-BRAZIL	Brazil	Pending Not Yet Examined	7/23/2013	1120130188677	NA	NA	NA	NA
EXTRUSION PROCESS FOR PROPPANT PRODUCTION	3150-060-01-CANADA	Canada	Pending O/A Response Due	7/12/2013	2,824,761	8/2/2012	2,824,761	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
EXTRUSION PROCESS FOR PROPPANT PRODUCTION	3150-060-01-CHINA	China	Pending O/A Response Due	9/24/2013	201280015668.2	1/22/2014	103534070A	NA	NA
EXTRUSION PROCESS FOR PROPPANT PRODUCTION	3150-060-01-EAPO	EAPO	Pending Not Yet Examined	8/22/2013	201391073	12/30/2013	EA201391073	NA	NA
EXTRUSION PROCESS FOR PROPPANT PRODUCTION	3150-060-01-EPO	EPO	Pending Response Filed	7/15/2013	12739256.1	12/4/2013	2668011	NA	NA
EXTRUSION PROCESS FOR PROPPANT PRODUCTION	3150-060-01-INDIA	India	Pending Not Yet Examined	7/16/2013	6343/DELNP/2013	NA	NA	NA	NA
EXTRUSION PROCESS FOR PROPPANT PRODUCTION	3150-060-01-MALAYSIA	Malaysia	Pending Not Yet Examined	7/23/2013	PI2013701291	NA	NA	NA	NA
EXTRUSION PROCESS FOR PROPPANT PRODUCTION	3150-060-01-MEXICO	Mexico	Pending Not Yet Examined	7/19/2013	MX/a/2013/008457	8/12/2013	MX2013008457	NA	NA
EXTRUSION PROCESS FOR PROPPANT PRODUCTION	3150-060-01-PCT	PCT	Done	1/23/2012	PCT/US2012/022147	8/2/2012	WO 2012/102982	NA	NA
EXTRUSION PROCESS FOR PROPPANT PRODUCTION	3150-060-01-REPUBLIC OF KOREA	Republic of Korea	Pending Not Yet Examined	8/23/2013	10-2013-7022297	1/16/2014	20140006910	NA	NA
UNLOCK THE ROCK PROPPANTS	3150-061	US	Registered Converted	5/5/2011	85/313,335	NA	NA	7/22/2014	4,572,701
LOW SURFACE FRICTION PROPPANTS	3150-064	US	Converted	7/13/2011	61/507,437	NA	NA	NA	NA
LOW SURFACE FRICTION PROPPANTS	3150-064-01	US	Pending O/A Response Due	7/13/2012	13/548,243	1/17/2013	20130014945	NA	NA
LOW SURFACE FRICTION PROPPANTS	3150-064-01-BRAZIL	Brazil	Pending Not Yet Examined	1/13/2014	1120140007632	NA	NA	NA	NA
LOW SURFACE FRICTION PROPPANTS	3150-064-01-CANADA	Canada	Pending O/A Response Due	12/20/2013	2,840,235	1/17/2013	2,840,235	NA	NA
LOW SURFACE FRICTION PROPPANTS	3150-064-01-PCT	PCT	Done	7/13/2012	PCT/US2012/046578	1/17/2013	WO 2013/010050	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
OXSENSE SYNTHETIC PROPPANTS AND MONODISPERSED PROPPANTS AND METHODS OF MAKING THE SAME	3150-068 3150-071	US US	Allowed Converted	12/7/2011 8/1/2012	85/489,081 61/678,318	NA NA	NA NA	NA NA	NA NA
SYNTHETIC PROPPANTS AND MONODISPERSED PROPPANTS AND METHODS OF MAKING THE SAME	3150-071-01	US	Pending Not Yet Examined	7/26/2013	13/952,090	2/6/2014	20140038859	NA	NA
SYNTHETIC PROPPANTS AND MONODISPERSED PROPPANTS AND METHODS OF MAKING THE SAME	3150-071-01- ARGENTINA	Argentina	Pending Not Yet Examined	8/1/2013	P130102735	NA	NA	NA	NA
SYNTHETIC PROPPANTS AND MONODISPERSED PROPPANTS AND METHODS OF MAKING THE SAME	3150-071-01-GCC	GCC	Pending Not Yet Examined	7/31/2013	GC 2013-25065	NA	NA	NA	NA
SYNTHETIC PROPPANTS AND MONODISPERSED PROPPANTS AND METHODS OF MAKING THE SAME	3150-071-01- VENEZUELA	Venezuela	Pending Not Yet Examined	7/31/2013	2013-000985	6/18/2014	NA	NA	NA
SYNTHETIC PROPPANTS AND MONODISPERSED PROPPANTS AND METHODS OF MAKING THE SAME	3150-071- 01_AUSTRALIA	Australia	Pending O/A Response Due	2/24/2015	2013296818	3/12/2015	2013296818	NA	NA
SYNTHETIC PROPPANTS AND MONODISPERSED PROPPANTS AND METHODS OF MAKING THE SAME	3150-071- 01_BRAZIL	Brazil	Pending Not Yet Examined	1/30/2015	1120150021646	NA	NA	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
SYNTHETIC PROPPANTS AND MONODISPersed PROPPANTS AND METHODS OF MAKING THE SAME	3150-071-01_CANADA	Canada	Pending Not Yet Examined	1/28/2015	2,880,426	2/6/2014	2,880,426	NA	NA
SYNTHETIC PROPPANTS AND MONODISPersed PROPPANTS AND METHODS OF MAKING THE SAME	3150-071-01_CHINA	China	Pending Not Yet Examined	4/1/2015	201380051642.8	NA	NA	NA	NA
SYNTHETIC PROPPANTS AND MONODISPersed PROPPANTS AND METHODS OF MAKING THE SAME	3150-071-01_EUROPE	EPO	Pending O/A Response Due	2/24/2015	13745318.9	NA	NA	NA	NA
SYNTHETIC PROPPANTS AND MONODISPersed PROPPANTS AND METHODS OF MAKING THE SAME	3150-071-01_INDIA	India	Pending Not Yet Examined	2/25/2015	1591/DELNP/ 2015	NA	NA	NA	NA
SYNTHETIC PROPPANTS AND MONODISPersed PROPPANTS AND METHODS OF MAKING THE SAME	3150-071-01_KOREA	Korea, Republic of	Pending Not Yet Examined	2/25/2015	10-2015-7004797	NA	NA	NA	NA
SYNTHETIC PROPPANTS AND MONODISPersed PROPPANTS AND METHODS OF MAKING THE SAME	3150-071-01_MALAYSIA	Malaysia	Pending Not Yet Examined	1/29/2015	P12015700291	NA	NA	NA	NA
SYNTHETIC PROPPANTS AND MONODISPersed PROPPANTS AND METHODS OF MAKING THE SAME	3150-071-01_MEXICO	Mexico	Pending Not Yet Examined	1/29/2015	MX/a/2015/0015 26	NA	NA	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
SYNTHETIC PROPPANTS AND MONODISPersed PROPPANTS AND METHODS OF MAKING THE SAME	3150-071-01_RUSSIA	Russian Federation	Pending Not Yet Examined	2/27/2015	NA	NA	NA	NA	NA
SYNTHETIC PROPPANTS AND MONODISPersed PROPPANTS AND METHODS OF MAKING THE SAME	3150-071-01PCT	PCT	Done	7/26/2013	PCT/US2013/052 203	2/6/2014	WO 2014/022210	NA	NA
SYNTHETIC PROPPANTS AND MONODISPersed PROPPANTS AND METHODS OF MAKING THE SAME	3150-071-A	US	Pending O/A Response Due	7/26/2013	13/952,110	2/6/2014	20140038860	NA	NA
WOLFBALL OXFRAC	3150-074	US	Abandoned	3/13/2012	85/567,986	NA	NA	3/25/2013	NA
ADVANCED CERAMIC PROPPANTS	3150-075	US	Abandoned	4/3/2012	85/587,666	NA	NA	NA	NA
IMMOBILE PROPPANTS	3150-077	US	Registered	4/24/2012	85/606,055	NA	NA	2/18/2014	4,485,768
IMMOBILE PROPPANTS	3150-080	US	Converted	10/24/2012	61/717,915	NA	NA	NA	NA
IMMOBILE PROPPANTS	3150-080-01	US	Converted	3/15/2013	61/794,433	NA	NA	NA	NA
IMMOBILE PROPPANTS	3150-080-01-PCT	PCT	Done	10/18/2013	PCT/US2013/ 065550	5/1/2014	WO 2014/066144	NA	NA
METHODS FOR FRACTURING SUBTERRANEAN FORMATIONS	3150-080-02	US	Pending	4/21/2015	14/437,196	NA	NA	NA	NA
METHODS FOR FRACTURING SUBTERRANEAN FORMATIONS	3150-082	US	Converted	4/24/2013	61/815,452	NA	NA	NA	NA
METHODS FOR FRACTURING SUBTERRANEAN FORMATIONS	3150-082-01	US	Pending Not Yet Examined	4/22/2014	14/258,042	10/30/2014	20140318778	NA	NA
METHODS FOR FRACTURING SUBTERRANEAN FORMATIONS	3150-082-01_CANADA	Canada	Pending Not Yet Examined	4/22/2014	2,849,415	10/24/2014	2,849,415	NA	NA

Oxane IP Report (as of June 8, 2015)

OXANE CONFIDENTIAL

<u>Title.</u>	<u>K&B Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Pub Date</u>	<u>Pub No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
A METHOD TO CLASSIFY AND SELECT PROPPANTS	3150-083	US	Converted	4/2/2013	61/807,518	NA	NA	NA	NA
A METHOD TO CLASSIFY AND SELECT PROPPANTS	3150-083-01	US	Pending	3/28/2014	14/228,275	10/2/2014	20140290349	NA	NA
OXTOR	3150-084	US	Allowed	5/14/2013	85/931,186	NA	NA	NA	NA
ADDITIVE FABRICATION OF PROPPANTS	3150-086	US	Converted	8/15/2013	61/866,132	NA	NA	NA	NA
ADDITIVE FABRICATION OF PROPPANTS	3150-086-01_PCT	PCT	Pending	8/12/2014	PCT/US2014/050608	2/19/2015	WO 2015/023612	NA	NA
SYNTHETIC PROPPANTS AND MONODISPersed PROPPANTS AND METHODS OF MAKING THE SAME	3150-087	US	Converted	8/7/2013	61/863,251	NA	NA	NA	NA
SYNTHETIC PROPPANTS AND MONODISPersed PROPPANTS AND METHODS OF MAKING THE SAME	3150-087-01	US	Converted	10/1/2013	61/885,122	NA	NA	NA	NA
PROPPANTS AND METHODS OF MAKING THE SAME	3150-087-02_PCT	PCT	Pending	8/6/2014	PCT/US2014/049840	2/12/2015	WO 2015/021083	NA	NA
HERCULES	3150-090	US	Abandoned	4/11/2014	86/249,754	NA	NA	1/19/2015	NA
ATLAS	3150-091	US	Abandoned	4/11/2014	86/249,801	NA	NA	1/19/2015	NA
OXTAG	3150-092	US	Allowed	4/30/2014	86/267,485	NA	NA	NA	NA
METHODS TO MAKE CERAMIC PROPPANTS	3150-093	US	Pending Not yet Examined	10/24/2014	62/068004	NA	NA	NA	NA
OX	3150-094	US	Allowed	5/22/2014	86/288,983	NA	NA	NA	NA

Schedule 2.1(b)

Assumed Contracts

None.

OXANE MATERIALS, INC.

SELLER'S DISCLOSURE SCHEDULE

_____, 2015

This Seller's Disclosure Schedule is provided pursuant to the Asset Purchase Agreement, dated _____, 2015 (the "**Agreement**"), by and between Halliburton Energy Services, Inc., a Delaware corporation ("**Purchaser**"), and Oxane Materials, Inc., a Delaware corporation (the "**Seller**" or "**Debtor**"), pursuant to which Seller has agreed to transfer to Purchaser, and Purchaser has agreed to purchase and assume, pursuant to Sections 363 and 365 of the Bankruptcy Code, the Purchased Assets from Seller. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Nothing contained herein is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant on the part of Seller. Inclusion of any item in this Seller's Disclosure Schedule (a) does not represent a determination that such item is material nor shall it be deemed to establish a standard of materiality, except to the extent that the representation or warranty in the Agreement to which such item relates includes a representation or warranty as to materiality; (b) does not represent a determination that such item did not arise in the ordinary course of business, except to the extent that the representation or warranty in the Agreement to which such item relates includes a representation or warranty as to the ordinary course of business; and (c) shall not constitute, or be deemed to be, an admission to any party other than Purchaser concerning such item.

The headings in this Seller's Disclosure Schedule are for convenience of reference only and shall not affect the disclosures contained herein. The disclosures in any section of this Seller's Disclosure Schedule shall qualify other sections and subsections in this Seller's Disclosure Schedule only to the extent it is readily apparent from the disclosure that such disclosure is applicable to such other sections and subsections, notwithstanding the omission of a reference or a cross-reference thereto.

This Seller's Disclosure Schedule includes descriptions of certain of Seller's agreements or instruments. The descriptions are qualified in their entirety by reference to the detailed terms of the applicable agreement or instrument.

Schedule 5.4 – Title to Purchased Assets

The United States Patent and Trademark Office records reflect that the following patent is co-owned by Oxane Materials, Inc. and Andy Barron:

IMMOBILE PROPPANTS	3150-080-01	US	Converted	3/15/2013	61/794,433
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The following UCC Financing Statements may evidence security interests in the Purchased Assets:

1. UCC Financing Statement filed March 16, 2010, by Comerica Bank with the Delaware Department of State, File No. 00895072, as continued by the UCC Financing Statement Amendment filed October 20, 2014, by Comerica Bank with the Delaware Department of State, File No. 44204616.
2. UCC Financing Statement filed April 2, 2012, by Webbank with the Delaware Department of State, File No. 21252784.
3. UCC Financing Statement filed September 17, 2014, by Delta Centauri LLC with the Delaware Department of State, File No. 43728581.
4. UCC Financing Statement filed July 7, 2010, by NS Leasing, LLC with the Arkansas Secretary of State, File No. 40000015866515.

The following agreements create liens on Seller's assets being assigned under the Agreement:

1. Amended and Restated Security and Collateral Agency Agreement, dated December 10, 2014, by and between Delta Centauri LLC, a Delaware limited liability company, as Agent for the Secured Parties (as defined therein), Oxane Materials, Inc., a Delaware corporation, and the Secured Parties listed on the signature pages thereof, which include the holders of a majority in principal amount of the Notes issued pursuant to the Note Purchase Agreement, dated February 27, 2014, as amended, by and between Oxane Materials, Inc. and Delta Centauri LLC and the other investors purchasing Notes from Oxane Materials, Inc. thereunder from time to time. This Amended and Restated Security and Collateral Agency Agreement was entered into pursuant to (i) the Note Purchase

Agreement, dated February 27, 2014, as amended, by and between Oxane Materials, Inc. and Delta Centauri LLC and the other Investors purchasing Notes from the Company thereunder from time to time and (ii) the Note Purchase Agreement, dated December 10, 2014, as amended, by and between Oxane Materials, Inc., Delta Centauri LLC, Energy Ventures III L.P. and the other Investors purchasing Notes from the Company thereunder from time to time.

2. Amended and Restated Intellectual Property Security Agreement, dated December 10, 2014, between Oxane Materials, Inc., a Delaware corporation, and Delta Centauri LLC, a Delaware limited liability company, as agent for the Secured Parties (as defined therein). This Amended and Restated Intellectual Property Security Agreement was entered into pursuant to (i) the Note Purchase Agreement, dated February 27, 2014, as amended, by and between Oxane Materials, Inc. and Delta Centauri LLC and the other Investors purchasing Notes from the Company thereunder from time to time and (ii) the Note Purchase Agreement, dated December 10, 2014, as amended, by and between Oxane Materials, Inc., Delta Centauri LLC, Energy Ventures III L.P. and the other Investors purchasing Notes from the Company thereunder from time to time.
3. Commercial Loan Agreement, dated March 12, 2010, between Oxane Materials, Inc. and Comerica Bank, as amended by the First Amendment to Loan Agreement, dated December 15, 2010, between Oxane Materials, Inc. and Comerica Bank, and supplemented by the Prime Referenced Rate Addendum, dated December 15, 2010, between Oxane Materials, Inc. and Comerica Bank, and the related Intellectual Property Security Agreement and Warrant.
4. Commercial Loan Agreement, dated July 21, 2011, between Oxane Materials, Inc. and Comerica Bank (as amended by the Third Amendment to Loan Agreement, dated July 21, 2011, between Oxane Materials, Inc. and Comerica Bank, and supplemented by the Prime Referenced Rate Addendum, dated July 21, 2011, between Oxane Materials, Inc. and Comerica Bank), and the related Warrant.
5. Commercial Loan Agreement, dated July 11, 2012, between Oxane Materials, Inc. and Comerica Bank, as amended by the Fourth Amendment to Loan Agreement, dated July 11, 2012, between Oxane Materials, Inc. and Comerica Bank, and supplemented by the Prime Referenced Rate Addendum, dated July 11, 2012, between Oxane Materials, Inc. and Comerica Bank, and the related Warrant.

6. Loan and Security Agreement, dated as of March 12, 2010, by and between Oxane Materials, Inc. and Comerica Bank, as amended to date, and the related Warrants.
7. Commercial Loan Agreement, dated July 25, 2013, between Oxane Materials, Inc. and Comerica Bank, as supplemented by the Prime Referenced Rate Addendum, dated July 25, 2013, between Oxane Materials, Inc. and Comerica Bank, and the related Warrant.
8. Commercial Loan Agreement, dated January 9, 2014, between Oxane Materials, Inc. and Comerica Bank, as amended by the Eighth Amendment to Loan Agreement.
9. Intellectual Property Security Agreement, dated March 12, 2010, by and between Comerica Bank and Oxane Materials, Inc.

Schedule 5.5 – Intellectual Property

1. Seller is retaining the License Agreement, dated July 2, 2003, between Oxane Materials, Inc. and Rice, as amended by the Amendment to Rice License Agreement, dated March 30, 2005, and the Second Amendment to Rice License Agreement, dated July 26, 2006.

Document comparison by Workshare Compare on Tuesday, June 30, 2015
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Rendering set	Standard

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Padding cell	

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