

05-29-1998

MRD 5-27-98



To the Honorable Commissioner of

100722919

attached original documents or copy thereof.

a. Name of conveying party(ies):
 BankBoston, N.A.
 by change of name from The First National Bank of Boston

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State _____
 Other A National Banking Association

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Drilltec Patents & Technologies Company, Inc.
 Internal Address: _____
 Street Address: 10875 Kempwood Drive, Suite 2
 City: Houston State: Texas ZIP: 77043

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Texas
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Termination and Release of Security Interest in Trademarks

Execution Date: July 31, 1997

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 Additional numbers attached? Yes No

B. Trademark registration No.(s) 1,433,532; 1,461,655; 1,921,165

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: James J. Murphy
 Internal Address: WINSTEAD SECHREST & MINICK P.C.
 Street Address: 1201 Elm Street
 City: Dallas State: Texas ZIP: 75270

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 23-2426
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Viola M.L. Ange [Signature] May 26, 1998
 Name of Person Signing Signature Date

Total number of pages including cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

05/28/1998 SSNITH 00000105 14336532

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:481 40.00 OF
02 FC:482 50.00 OF

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

CERTIFICATE OF EXPRESS MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service, with sufficient postage as "Express Mail Post Office Addressee" service under 37 CFR 1.10, under Express Mail Label No.EM313858351US on the date indicated below and is addressed to the Commissioner of Patent and Trademarks, Box Assignment, Washington, DC 20231.

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Dated: May 26, 1998
TRADEMARKS
Viola M.L. Ange
REEL: 1731 FRAME: 0845

**TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS**

DRILLTEC PATENTS & TECHNOLOGIES COMPANY, INC.

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of July 31, 1997, by BankBoston, N.A., a national banking association with its executive offices at 100 Federal Street, Boston, Massachusetts 02110 (formerly known as The First National Bank of Boston) (the "Bank") pursuant to an Amended and Restated Multicurrency Revolving Credit and Term Loan Agreement dated as of September 29, 1994 (as amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement") among Drilltec Patents & Technologies Company, Inc. (the "Assignor"), Drilltec Remp & Dreyfuss GmbH ("Drilltec GmbH-Uelzen"), Drilltec Technologies, Inc., (formerly known as Drilltec Remp & Dreyfuss, Inc.) ("Drilltec, Inc."), Drilltec International Limited (formerly known as Drilltec U.K. Limited) ("Drilltec U.K."), Drilltec Maschinenhandelsgesellschaft mbH (formerly known as Drilltec Remp & Dreyfuss GmbH, Hamm) ("Sintec"), Drilltec Verwaltungsgesellschaft mbH ("Drilltec Administration"), and the Bank.

WHEREAS, in connection with the transactions contemplated by the Credit Agreement, the Assignor and the Bank entered into a Security Agreement, dated as of March 15, 1989, as amended, restated, modified or supplemented and in effect from time to time (the "Security Agreement") pursuant to which the Assignor granted to the Bank, to secure the payment and performance in full of all of the Obligations as such term is defined in the Credit Agreement, a security interest in and a pledge and assignment of the Collateral as such term is defined in the Security Agreement;

WHEREAS, in connection with the transactions contemplated by the Credit Agreement and the Security Agreement, the Assignor and the Bank entered into a Trademark Collateral Assignment and Security Agreement dated as of March 15, 1989, which was recorded with the United States Patent and Trademark Office (the "PTO") on or about March 23, 1989 at Trademark Reel 0644, Frame 462 (the "Original Trademark Collateral Assignment") pursuant to which the Assignor granted to the Bank a security interest in and lien on all of the Assignor's Trademarks as such term is defined in the Original Trademark Collateral Assignment, and pledged and mortgaged (but did not transfer title to) the Trademarks to the Bank;

WHEREAS, in connection with the transactions contemplated by the Credit Agreement and the Security Agreement, the Assignor and the Bank also entered into Amendment No. 1 to Trademark Agreement dated as of February

19, 1992, which was recorded with the PTO on or about February 24, 1992 at Trademark Reel 0847, Frame 470 ("Amendment No. 1 to Trademark Agreement") pursuant to which the Assignor granted to the Bank a security interest in and lien on all of the Assignor's Trademarks as such term is defined in Amendment No. 1 to Trademark Agreement and pledged and mortgaged (but did not transfer title to) the Trademarks to the Bank;

WHEREAS, each of the Original Trademark Collateral Assignment and Amendment No. 1 to Trademark Agreement were confirmed by a First Supplemental Trademark Collateral Assignment and Security Agreement dated as of August 17, 1993 (the "First Supplemental Trademark Collateral Assignment");

WHEREAS, in connection with the transactions contemplated by the Credit Agreement and the Security Agreement, the Assignor and the Bank also entered into a Second Supplemental Trademark Collateral Assignment and Security Agreement dated as of September 29, 1994, which was recorded with the PTO on or about _____, 199__ at Trademark Reel ____, Frame ____ (the "Second Supplemental Trademark Collateral Assignment") pursuant to which the Assignor granted to the Bank a security interest in all of the Assignor's Supplemental Trademark Collateral as such term is defined in the Second Supplemental Trademark Collateral Assignment, and pledged and mortgaged (but did not transfer title to) the Supplemental Trademark Collateral to the Bank; and

WHEREAS, The First National Bank of Boston changed its name to BankBoston, N.A.;

WHEREAS, in connection with the repayment of the Obligations, the Bank has agreed to terminate and release its security interest and its right, title and interest in the Assignor's Trademarks and Supplemental Trademark Collateral as herein provided upon the repayment of the Obligations;

NOW, THEREFORE, for valuable consideration, the Bank hereby terminates and releases its security interest in, and first priority lien on, each of the marks and its respective United States registration and all other collateral granted, pledged, mortgaged or assigned under any of the Security Agreement, and the Original Trademark Collateral Assignment, the Amendment No. 1 to Trademark Agreement, the First Supplemental Trademark Collateral Assignment, and the Second Supplemental Trademark Collateral Assignment, each as amended, restated, modified or supplemented and in effect from time to time, and the Bank hereby assigns and transfers to the Assignor, without any representation, warranty, or recourse whatsoever (except that the Bank represents that it has not assigned or participated any portion of its interest therein to any other person or entity), the Bank's entire

right, title and interest (if any) in and to each of the marks and its respective United States registration as set forth on the Schedule A attached hereto.

BANKBOSTON, N.A.

By: Corinne M. Barrett
Name: CORINNE M. BARRETT
Title: VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 28 day of July, 1997, personally appeared Corinne M. Barrett to me known personally, and who, being by me duly sworn, deposes and says that s/he is a vice President of BankBoston, N.A., and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said bank.

[Signature]
Notary Public
My Commission Expires: 11/15/02

U.S. TRADEMARKS

I. Registered U.S. Trademarks

<u>Registered Trademarks</u>	<u>Registration Date</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Description</u>
1,433,532	3/24/87	73/359,019	4/9/92	Drilltec
1,461,655	10/20/87	73/559,102	9/19/85	"Drilltec" atop triangle design
1,921,165	9/19/95	74/508,618	4/4/94	Enviroclean

BOS-BUS:416541.2

RECORDED: 05/27/1998

TRADEMARK
REEL: 1731 FRAME: 0849