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FORM PTO-1594

02-04-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RI



IEET

Attorney Docket No. 04158.0074

100957765

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name(s) of conveying party(ies):
 Banc One Capital Partners II, Limited Partnership

Individual(s) Association
 General Partnership Limited Partnership
 Corporation

Other: _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name

Other: Release of Security Agreement

Execution Date: January 26, 1999

2. Name(s) and address(es) of receiving party(ies):
 Name: Sun Drilling Products Corporation
 Address: P.O. Box 129
503 Main Street
Belle Chasse, Louisiana 70037

Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation - Louisiana
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
74/179,877

B. Trademark Registration Nos.: 1,870,973; 1,799,926;
 1,647,820; 1,578,440; 1,558,687; 1,452,736; 1,451,627;
 1,451,605; 1,409,897; 1,384,918; 1,384,912; 1,368,481;
 1,361,274; 1,361,273; 1,361,272; 1,360,018; 1,358,792;
 1,336,236; 1,093,489

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Lisa F. Peller
 Address: Finnegan, Henderson, Farabow,
Garrett & Dunner, L.L.P.
1300 I Street, N.W.
Washington, D.C. 20005-3315

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41): \$ 540

Enclosed
 Authorized to be charged to deposit account
 Authorized to be charged to deposit account only if fee is deficient

8. Deposit account number:
06-0916

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.

Lisa F. Peller
 Name of Person Signing

Signature

2/1/99
 Date

Total number of pages including cover sheet, attachments, and document: 14

02/04/1999 SBURMS 00000068 74179877

01 FC:481 40.00 OP
02 FC:482 500.00 OP

TRADEMARK
REEL: 1848 FRAME: 0706

RELEASE OF SECURITY INTEREST IN PATENTS, COPYRIGHTS AND
TRADEMARKS

WHEREAS, Sun Drilling Products Corporation, a Louisiana corporation ("the Company") entered into a Loan and Warrant Purchase Agreement dated February 21, 1995 with Banc One Capital Partners II, Limited Partnership, a Delaware limited partnership, ("BOCP") ("the Loan Agreement") pursuant to which BOCP made loans to the Company;

WHEREAS, in connection with the Loan Agreement, the Company, entered into a Trademark Security Agreement dated February 21, 1995 with BOCP, pursuant to which the Company assigned to BOCP, a security interest in, to and under the following (collectively referred to as the "Trademark Collateral"):

(1) each Trademark, Trademark registration and Trademark application of the Company, including, without limitation, the Trademarks, Trademark registrations (together with any extensions thereof) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including without limitation, any claim by the Company against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademark and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

WHEREAS, in connection with the Loan Agreement, the Company, entered into a Patent Security Agreement dated February 21, 1995 with BOCP, pursuant to which the Company assigned to BOCP, a security interest in, to and under the following (collectively referred to as the "Patent Collateral"):

(1) each Patent and Patent application of the Company, including, without limitation, each Patent and Patent application referred to in Schedule 2 hereto, together with any reissues, continuations or extensions thereof;

(2) each Patent License including, without limitation each Patent License listed on Schedule 2 hereto; and

(3) all products and proceeds of the foregoing, including without limitation, any claim by the Company against third parties for past, present or future infringement of any Patent including, without limitation, any Patent referred to in Schedule 2 annexed hereto, any Patent issued pursuant to a Patent application referred to in Schedule 2 and any Patent licensed under any Patent License listed on Schedule 2 hereto.

WHEREAS, in connection with the Loan Agreement, the Company, entered into a Copyright Security Agreement dated February 21, 1995 with BOCP, pursuant to which the Company assigned to BOCP, a security interest in, to and under the following (collectively referred to as the "Copyright Collateral"):

(1) each Copyright, Copyright application and Copyright registration of the Company, together with any reissues, extensions or renewals thereof, including, without limitation, the Copyrights, Copyright registration and Copyright applications referred to in Schedule 3 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, Copyright registration and Copyright application;

(2) each Copyright License and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright License; and

(3) all products and proceeds of the foregoing, including without limitation, any claim by the Company against third parties for past, present or future (a) infringement or dilution of any Copyright or Copyright registration including, without limitation, the Copyright and Copyright registrations referred to in Schedule 3 annexed hereto, the Copyright registrations issued with respect to the Copyright applications referred to in Schedule 3 and the Copyrights licensed under any Copyright License, or (b) injury to the goodwill associated with any Copyright, Copyright registration or Copyright licensed under any Copyright License; and

WHEREAS, BOCP II Limited Liability Company ("BOCP LLC") is the successor by merger to BOCP and is the owner and holder of the liens, security interests and assignments granted pursuant to the Trademark Security Agreement, the Patent Security Agreement and the Copyright Security Agreement herein referenced and all indebtedness secured thereby (the "Secured Indebtedness"); and

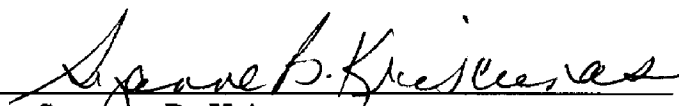
WHEREAS, all of the Secured Indebtedness has been finally and fully repaid to BOCP LLC.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, BOCP LLC hereby releases any and all of its security interest in and to the Trademark Collateral, Patent Collateral and Copyright Collateral, and BOCP hereby assigns any and all rights of BOCP in the Trademark Collateral, Patent Collateral and Copyright Collateral to the Company.

IN WITNESS HEREOF, this instrument has been executed as of the 26th day of January, 1999.

BOCP II, Limited Liability Company

By: BOCP Holdings Corporation, Manager

By: 
Suzanne B. Kriscunas,
Authorized Signer

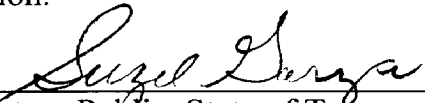
ACKNOWLEDGEMENT

STATE OF TEXAS :

:

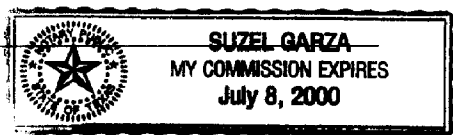
COUNTY OF DALLAS :

This instrument was acknowledged before me on 1-26-99, by
Suzanne B. Kriscunas, Authorized Signer of BOCP Holdings Corporation, Manager of BOCP II,
Limited Liability Company, on behalf of said corporation.



Notary Public, State of Texas
SUZEL GARZA
(printed name)

My commission expires:



Schedule 1

I. U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
ENVIRO-DRIL	1,870,973	01/03/95
RELEASE	1,799,926	10/19/93
BLACKNITE	1,647,820	06/18/91
GLQ-SPOT	1,578,440	01/23/90
ENVIRO-TECH	1,558,687	10/03/89
EV-TECH	1,558,688	10/03/89
ENVIRO-DRIL	1,452,736	08/18/87
ENVIRO-DEFOAM	1,451,627	08/11/87
GUMBO SHIELD	1,451,605	08/11/87
ENVIRO-MUD	1,409,897	09/16/86
EV-LUBE	1,384,918	03/04/86
EK-76	1,384,912	03/04/86
LSC-2000	1,368,481	11/05/85
RIG-KLEAN	1,361,274	09/24/85
ENVIRO-KLEAN CL	1,361,273	09/24/85
HIGH TEMP PLUS	1,361,272	09/24/85
ENVIRO-KLEAN 76	1,360,018	09/17/85
DRILBEADS	1,358,792	09/10/85
ENVIRO-LUBE	1,336,236	05/21/85
LUBRA-GLIDE	1,093,489	06/20/78

II. PENDING U.S. TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NO.	APPLICATION DATE
ENVIRO-SPERSE	74/179,877	06/26/91

III. FOREIGN TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NO.	COUNTRY	REGISTRATION DATE
DRILBEADS	473272	Benelux	01/12/90
DRILBEADS	1589898	France	01/15/90
LUBRA-GLIDE	1466631	France	05/17/88
LUBRA-GLIDE	987223	Germany	07/04/79
DRILBEADS	147744	Norway	11/28/91
LUBRA-GLIDE	104907	Norway	04/24/80
LUBRA-GLIDE	1409642	United Kingdom	06/21/91

TITLE OR SUBJECT MATTER	TYPE
ENVIRO-MUD SYSTEMS	Data Sheet
Borehold Stability with Controlled HTHP Fluid Loss	Data Sheet
LUBRA-SEAL	Photomicrograph
New Horizons GUMBO SHIELD	Data Sheet
New Horizons ENVIRO-LUBE	Data Sheet
It's Your Choice	Data Sheet
LUBRA-GLIDE DRIL-BEADS	Product Information
ENVIRO-DRIL	Product Information
ENVIRO-LUBE	Product Information
GUMBO-SHIELD	Product Information
GLQ-2000	Product Information
BLACKNITE	Product Information
LUBRA-SEAL	Product Information
LUBRA-FIBER	Product Information
EK-76	Product Information
RIG-KLEAN	Product Information
HIGH TEMP PLUS	Product Information
ENVIRO-SPERSE	Product Information
ENVIRO-DEFOAM	Product Information
PG-7	Product Information
ES-1189	Product Information

GW04/192277

IV. PENDING FOREIGN TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NO.	COUNTRY	APPLICATION DATE
DRILBEADS	02947/92	Venezuela	02/18/92
LUBRA-GLIDE	02946/92	Venezuela	02/18/92
LUBRA-GLIDE	02945/92	Venezuela	02/18/92
BLACKNITE	02944/92	Venezuela	02/18/92
BLACKNITE	02943/92	Venezuela	02/18/92
DRILBEADS	02942/92	Venezuela	02/18/92
DRILBEADS	16363/89	Venezuela	10/31/89
LUBRA-GLIDE	16360/89	Venezuela	10/31/89
LUBRA-SEAL	16357/89	Venezuela	10/31/89
LUBRA-FIBER	16356/89	Venezuela	10/31/89
ENVIRO-LUBE	16355/89	Venezuela	10/31/89
DRILBEADS	16354/89	Venezuela	10/31/89
ENVIRO-LUBE	16353/89	Venezuela	10/31/89
LUBRA-GLIDE	16352/89	Venezuela	10/31/89

V. UNREGISTERED TRADEMARKS

TRADEMARK	COUNTRY
LUBRA-SEAL	United States
LUBRA-FIBER	United States

Schedule 2

I. ISSUED U.S. PATENTS

PATENT NO.	ISSUE DATE	TITLE
5,114,598	05/19/92	Method of Making Drilling Fluid Containing Asphaltite in a Dispersed State
5,114,597	05/19/92	Method of Making a Drilling Fluid Containing Carbon Black in a Dispersed State
4,719,021	01/12/88	Shale-Stabilizing Drilling Fluids and Method for Producing Same
4,645,608	02/24/87	Method of Treating Oil Contaminated Cuttings
4,581,147	04/08/86	Dispersant for Water-Based Solids Containing Fluids and a Drilling Fluid
4,216,836	08/12/80	Process and System for Recovering Solid Particulate Additives from a Drilling Fluid

II. PENDING U.S. PATENTS

None.

III. ISSUED FOREIGN PATENTS

PATENT NO.	ISSUE DATE	COUNTRY	TITLE
1,134,783	11/02/82	Canada	Process and System for Recovering Solid Particulate Additives from a Drilling Fluid
1,084,251	08/26/80	Canada	Drilling Fluid Lubricant
77 26607	03/18/83	France	Process and System for Recovering Solid Particulate Additives from a Drilling Fluid
14/5513	04/21/82	Norway	Process and System for Recovering Solid Particulate Additives from a Drilling Fluid

TRADEMARK

IV. PENDING FOREIGN PATENTS

SERIAL NO.	FILING DATE	COUNTRY
1397/92	08/28/92	Venezuela
1396/92	08/28/92	Venezuela
0222/92	02/14/92	Venezuela
0221/92	02/14/92	Venezuela

V. PATENTS OBTAINED BY LICENSE

PATENT NO.	ISSUE DATE	COUNTRY	TITLE
* 5,109,933	05/05/92	United States	Drill Cuttings Disposal Method and System

VI. LICENSE AGREEMENTS

- (1) License Agreement Between Sun Drilling Products Corporation and Rohm and Haas Company, dated February 10, 1988
- (2) License Agreement Between Sun Drilling Products Corporation and Atlantic Richfield Company ("ARCO") dated _____.*

VII. TRADE SECRETS AND/OR KNOW-HOW

- (1) Manufacturing Process for Copolymer Beads
- (2) Chemical formulation for entire product line
- (3) Blending process for all liquid product lines
- (4) Method for treating cotton cellulose fibers

* This Assignment will not pertain to this particular License Agreement until such time as the proper consent has been received from ARCO.

Schedule 3

I. REGISTERED COPYRIGHTS

None.

II. UNREGISTERED COPYRIGHTS

TITLE OR SUBJECT MATTER	TYPE
Sun Reaching for New Horizons	Brochure
LUBRA-GLIDE	Brochure
BLACKNITE	Brochure
LUBRA-SEAL	Brochure
The ENVIRO-KLEAN System	Brochure
LUBRA-GLIDE Recovery Unit	Brochure
Cuttings Washer	Brochure
Cuttings Boxes	Brochure
Sun Environmental Services Shearing & Injection Unit	Brochure
ENVIRO-MUD System	Brochure
Mud Cleaner	Brochure
Sun Environmental Services Shearing & Slurry Unit	Brochure
Sun Environmental Services	Data Sheet
LUBRA-GLIDE BEADS	Data Sheet
BLACKNITE	Data Sheet
ENVIRO-LUBE	Data Sheet
LUBRA-GLIDE	Data Sheet
Sun Drilling Products, Taming the Tough Wells	Data Sheet
ENVIRO-DRIL	Data Sheet

TITLE OR SUBJECT MATTER	TYPE
ENVIRO-MUD SYSTEMS	Data Sheet
Borehold Stability with Controlled HTHP Fluid Loss	Data Sheet
LUBRA-SEAL	Photomicrograph
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GLQ-2000	Product Information
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