

02-12-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

IEET

Attorney Docket No. 04158.0074

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

1. Name(s) of conveying party(ies):

Banc One Capital Partners II, Limited Partnership

- Individual(s)
- General Partnership
- Corporation
- Association
- Limited Partnership

Other: _____

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

3. Nature of conveyance:

2-2-99

- Assignment
- Security Agreement
- Merger
- 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

- 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

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

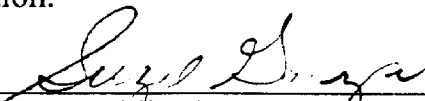
By: 
Suzanne B. Kriscunas,
Authorized Signer

ACKNOWLEDGEMENT

STATE OF TEXAS :

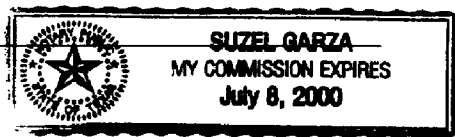
COUNTY OF DALLAS :

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 |

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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 |

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 |
| New Horizons GUMBO SHIELD | Data Sheet |
| New Horizons ENVIRO-LUBE | Data Sheet |
| It's Your Choice | Data Sheet |
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| BLACKNITE | Product Information |
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