FORM PTO-1618A Expires 06/30/99 OMB 0651-0027 09-18-2000



U.S. Department of Commerce Patent and Trademark Office TRADEMARK

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## RECORDATION FORM COVER SHEET

TRADEMARKS ONLY			
TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).			
Submission Type Conveyance Type			
X New Assignment License			
Resubmission (Non-Recordation) Security Agreement Nunc Pro Tunc Assignment			
Document ID # Effective Date Month Day Year			
Correction of PTO Error Reel # Frame # Merger			
Corrective Document Change of Name			
Reel # Other			
Conveying Party  Mark if additional names of conveying parties attached  Execution Date Month Day Year			
Name Ambar, Inc. 07262000			
Formerly 7589126			
Individual General Partnership Limited Partnership X Corporation Association			
Other			
Citizenship/State of Incorporation/Organization Delaware			
Descriving Porty			
Mark if additional names of receiving parties attached			
Name Cardinal Services, Inc.			
DBA/AKA/TA			
Composed of			
Address (line 1) 1105 Peters Road			
Address (line 2)			
Address (line 3) Hamman 70059			
City State/Country Zip Code			
Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an			
X Corporation Association appointment of a domestic representative should be attached.			
Other (Designation must be a separate document from Assignment.)			
Citizenship/State of Incorporation/Organization Louisiana			
EB/2000 JJALLAH2 00000314 75891261 FOR OFFICE USE ONLY			
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FC: 481 25.00 OF / C: 482 25.00 OF / C: 482			

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to

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		U.S. Department of Commerce Patent and Trademark Office TRADEMARK	
Domestic Representative Name and Address Enter for the first Receiving Party only.			
Name	Taylor, Robert S.		
Address (line 1)	Cardinal Services, Inc.		
Address (line 2)	2)		
Address (line 3)	1105 Peters Road		
Address (line 4)	Harvey, Louisiana 70058		
Correspondent Name and Address Area Code and Telephone Number (504) 582-8702			
Name	part of the second of the seco		
Address (line 1	Jones, Walker, Waechter, Poitevent, Carrere & Denegre, L.L.P.		
Address (line 2	50th Floor		
Address (line 3	3) 201 St. Charles Avenue		
Address (line 4	New Orleans, Louisiana 70170-5100		
Pages Enter the total number of pages of the attached conveyance document including any attachments.			
Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached			
Enter either the Trademark Application Number <u>or</u> the Registration Number (DO NOT ENTER BOTH numbers for the same property).			
Trademark Application Number(s) Registration Number(s)			
7589126	61	2171374	
Number of Properties Enter the total number of properties involved. # 2			

Fee Amount for Properties Listed (37 CFR 3.41): Fee Amount 65.00 Enclosed |X **Method of Payment:** Deposit Account **Deposit Account** (Enter for payment by deposit account or if additional fees can be charged to the account.) **Deposit Account Number:** Authorization to charge additional fees: Νo Yes 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. Charges to deposit account are authorized, as indicated herein. Name of Person Signing

## MASTER ASSIGNMENT OF MARKS

This MASTER ASSIGNMENT OF MARKS (this "Assignment"), is dated as of the day of July, 2000, by and between AMBAR, INC., a corporation organized under the laws of the State of Delaware with its principal place of business located at 16825 Northchase Drive, Suite 1600, Houston, Texas ("Assignor") and CARDINAL SERVICES, INC., a corporation organized under the laws of the State of Louisiana with its principal place of business located at 1105 Peters Road, Harvey, Louisiana ("Assignee"). Capitalized terms used but not defined herein shall have the meanings assigned in that certain Asset Sale and Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and between Assignor and Superior Energy Services, Inc. ("Superior").

## WITNESSETH:

WHEREAS, the Assignor is the exclusive owner of all right, title and interest in and to certain trademarks and service marks registered in the U.S. Patent and Trademark Office (individually, a "Mark", collectively, the "Marks"), together with all of the goodwill appurtenant thereto, identified in Schedule I attached hereto and made a part hereof;

WHEREAS, Assignor and Superior have entered into the Purchase Agreement;

WHEREAS, Superior has assigned its rights under the Purchase Agreement to purchase the Marks to Assignee; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor desires to transfer and assign to the Assignee, and the Assignee desires to acquire from the Assignor all right, title and interest in and to the Marks upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, the consideration provided in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- Assignment. Subject to the terms and conditions of the Purchase Agreement, effective as of the Effective Time the Assignor hereby sells, conveys, assigns and transfers to the Assignee the entire right, title and interest in and to (a) the Marks, together with all of the goodwill appurtenant thereto, (b) the registrations for the Marks in the U.S. Patent and Trademark Office and any renewals and extensions of the registrations for the Marks, (c) any rights to file for foreign registrations of the Marks, and (d) the right to any causes of action, in law or in equity, for past, present or future infringement of the Marks.
- 2. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflicts-of-laws principles.
- Further Assurances. In addition to the obligations of the Assignor pursuant to Section 10.5 of the Purchase Agreement, the Assignor agrees that this Assignment shall be recorded with {N0534255.3}

respect to each of the Marks in the U.S. Patent and Trademark Office and shall execute and deliver such documents and take such action, as the Assignee may request and prepare at Assignee's expense, to evidence and effect the transfer, sale and assignment of the Marks.

- 4. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.
- 5. <u>Successors and Assigns</u>. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto, their successors, transferees and assigns.

{N0534255.3}

## **SCHEDULE I**

1. U.S. Trademark Reg. No. 2,171,374 for the "AMBASOL" mark

2. U.S. Service Mark App. Ser. No. 75/891261 for the "STARTAC" mark

N0539396.1}

**RECORDED: 08/24/2000**