

11-16-2001

COVER SHEET  
ONLYU.S. DEPARTMENT OF  
Patent and Trademark

Tab settings

To the Honorable Commissioner of Patents and Trademarks

101896419

the attached original documents or copy thereof.

1. Name of conveying party(ies):  
First Source Financial LLP

11-13-01

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other Limited Liability Partnership (IL)

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Amendment & Assignment of Security Interest

August 25, 2001

Execution Date:

2. Name and address of receiving party(ies)

Name: First Source Financial, Inc.

Internal Address:

Street Address : 2850 West Golf Road, Fifth FloorCity: Rolling Meadows State: IL Zip: 60008

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation State Delaware

☐ OtherIf assignee is not domiciled in the United States, a  
designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or trademark

A. Trademark Application No.(s)

See the Attached

B. Trademark Registration

See the Attached

Additional numbers attached? Yes

5. Name and address of party to whom correspondence  
concerning document should be mailed:

Name: Feedfax  
Crystal Plaza One  
Internal Address: 1  
Rolling Meadows Davis Hwy.  
Rolling Meadows, IL 60008

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ Stat - \_\_\_\_\_ ZIP \_\_\_\_\_

6. Total number of applications and  
registrations 67. Total fee (37 CFR 3.41)..... \$ 165.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

11/16/2001 6TOM11 00000020 75482786

DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 125.00 DP

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.

Rebecca L. Foley  
Name of Person

Signature

11/09/01

Date

Total number of pages including cover sheet, attachments, and

31

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231



**Schedule I**  
**to**  
**Amendment and Assignment of Agreement (Trademark)**

The following Trademarks and Trademark Applications and other Trademark Collateral are owned by Drilltec Patents & Technologies Company, Inc.

	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
1.	Act	USA	75/482,786	05/11/98	Pending
2.	Drilltec	USA	1,433,532 73/359,019	04/09/82 03/24/87	Registered
3.	Drilltec and Design	USA	1,461,655 73/559,102	09/19/85 10/20/87	Registered
4.	Environclean	USA	1,921,165 74/508,618	04/04/94 09/19/95	Registered
5.	DRILLTEC and Design	Argentina	2068511	2/7/97 12/29/97	Registered
6.	DRILLTEC and Design	Japan	Hei-5-52792	5/31/93 7/31/96	Registered
7.	DRILLTEC and Design	Indonesia	H4Hc10119607	10/20/94 5/23/95	Registered
8.	DRILLTEC and Design	United Kingdom (EP)	1177031	6/18/82 12/24/85	Registered
9.	DRILLTEC and Design	Japan	Hei-5-52793	5/31/93 6/28/96	Registered
10.	DRILLTEC and Design	Germany (EP)	D36143/6Wz	4/9/81 10/6/81	Registered
11.	DRILLTEC and Design	International Registration - World Intellectual Property Office		4/9/01 10/6/81	Registered
12.	DRILLTEC and Design	Mexico	369275	3/26/99 3/24/00	Registered
13.	DRILLTEC and Design	Cambodia	11888	5/11/99 7/7/99	Registered
14.	DRILLTEC and Design	Malaysia	99/01612	2/27/99	Pending

	<b>MARK</b>	<b>COUNTRY</b>	<b>REG/ SERIAL NO</b>	<b>FILING / REG DATE</b>	<b>STATUS</b>
15.	DRILLTEC and DESIGN	Myanmar	3539	9/2/99 9/3/99	Registered
16.	DRILLTEC and Design	Vietnam	41655	5/5/99 5/5/99	Registered
17.	DRILLTEC and Design	Philippines	4-1999-01542	3/5/99	Pending
18.	DRILLTEC and Design	Bahrain	562/99	4/10/99	Pending
19.	DRILLTEC and Design	Oman	19569	3/3/99	Pending
20.	DRILLTEC and Design	China	9900032415	4/2/99 2/20/01	Registered
21.	DRILLTEC and Design	Canada	1007348	3/4/99 9/26/00	Registered
22.	DRILLTEC and Design	Laos	7091	5/14/99 7/14/99	Registered
23.	DRILLTEC and Design	Brazil	821582682	4/29/99	Pending
24.	DRILLTEC and Triangle Design	Pakistan	153553	4/5/99	Pending
25.	DRILLTEC and Design	Singapore	T99/02065H	3/3/99 3/3/99	Registered
26.	DRILLTEC and Design	Saudi Arabia	49075	4/28/99 4/28/99	Registered
27.	DRILLTEC and Design	Qatar	458062	2/28/99	Pending
28.	DRILLTEC and Design	Czech Republic	140620	3/4/99 4/19/00	Registered
29.	DRILLTEC and Design	India	844068	3/8/99	Pending
30.	DRILLTEC and Design	Australia	786863	2/26/99 2/26/99	Registered
31.	DRILLTEC and Design	New Zealand	305750	2/26/99 2/26/99	Registered

	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
32.	DRILLTEC and Design	Norway	1999 03376	4/6/99 8/31/00	Registered
33.	DRILLTEC and Design	Thailand	386334	4/30/99 4/30/99	Registered
34.	DRILLTEC and Design	United Arab Emirates	30864	4/14/99	Pending
35.	DRILLTEC and Design	Hungary	M9901063	3/5/99 3/2/00	Registered
36.	DRILLTEC and Design	Austria (EP)	AM1195/99	3/1/99 5/3/99	Registered
37.	DRILLTEC and Design	Malaysia	99/01613	2/27/99	Pending
38.	DRILLTEC and Design	Japan	11-43974	5/18/99 5/25/01	Registered
39.	DRILLTEC and Design	European Community	1100619	3/9/99 3/9/99	Registered
40.	DRILLTEC and Design	Singapore	T99/02064Z	3/3/99 3/3/99	Registered
41.	DRILLTEC and Design	Singapore	T99/02066F	3/3/99	Pending
42.	DRILLTEC and Design	Brazil	821582666	4/29/99	Pending
43.	DRILLTEC and Design	New Zealand	305749	2/26/99 2/26/99	Registered
44.	DRILLTEC and Design	United Arab Emirates	30865	4/14/99 10/8/00	Registered
45.	DRILLTEC and Design	Saudi Arabia	49076	4/28/99 11/10/00	Registered
46.	DRILLTEC and Design	Thailand	386335	4/30/99 4/30/99	Registered
47.	DRILLTEC and Design	Indonesia		2/24/95 3/8/96	Registered

	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
48.	DRILLTEC and Design	Indonesia		6/20/94 7/19/95	Registered
49.	DRILLTEC and Design	China	9900120586	10/12/99 3/7/01	Registered
50.	ENVIRONCLEAN	Japan	100,010/94	10/4/94 12/4/98	Registered
51.	ENVIRONCLEAN	Benelux	834793	10/3/94 5/2/95	Registered
52.	ENVIRONCLEAN	Canada	765426	10/3/94 8/9/96	Registered
53.	ENVIRONCLEAN	France	94/538522	10/3/94 3/15/95	Registered
54.	ENVIRONCLEAN	Germany (EP)	D55578/37Wz	10/4/94 2/17/95	Registered
55.	ENVIRONCLEAN	Indonesia	H4Hc10119608	10/20/94 1/31/96	Registered
56.	ENVIRONCLEAN	Italy	RM94C004318	10/4/94 10/4/94	Registered
57.	ENVIRONCLEAN	Norway	19945451	10/3/94 10/3/96	Registered
58.	ENVIRONCLEAN	United Kingdom (EP)	1588961	10/3/94 12/29/95	Registered
59.	ENVIRONCLEAN	Mexico	367094	3/11/99	Pending
60.	ENVIRONCLEAN	Argentina	2204754	2/26/99 4/24/00	Registered
61.	ENVIRONCLEAN	Malaysia	99/01471	2/24/99	Pending
62.	ENVIRONCLEAN	Australia	786301	2/22/99 2/22/99	Registered
63.	Econo-RAP	Japan	Hei-4-32017	3/25/92 6/29/94	Registered

	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
64.	LE RAP	Japan	Hei-4-32019	3/25/92 6/29/94	Registered
65.	ESP-EXTRA	Japan	Hei-4-104490	4/17/92 4/25/97	Registered
66.	DRILLTEC-ACDS	International Registration - World Intellectual Property Office	D37478/1Wz	6/3/82 4/21/83	Registered
67.	DRILLTEC-ACDS	Germany (EP)	475168	6/3/82 5/2/83	Registered
68.	DRILLTEC-ACDS	United Kingdom (EP)	1185506	11/17/82 6/5/85	Registered
69.	DRILLTEC-ACDS	Russian Federation	475168	6/3/82 5/2/83	Registered
70.	DRILLTEC-ACDS	Uzbekistan	475168	6/3/82 5/2/83	Registered
71.	DRILLTEC	USA	359019	4/9/82 3/24/87	Registered
72.	DRILLTEC	Mexico	369274	3/26/99	Pending
73.	DRILLTEC	Cambodia	11887	5/11/99 7/7/99	Registered
74.	DRILLTEC	Malaysia	99/01720	3/3/99	Pending
75.	DRILLTEC	Myanmar	3539	9/2/99 9/6/99	Registered
76.	DRILLTEC	Vietnam	41654	5/5/99 5/5/99	Registered
77.	DRILLTEC	Philippines	4-1999-01543	3/5/99	Pending
78.	DRILLTEC	Bahrain	563/99	4/10/99	Pending
79.	DRILLTEC	Oman	19577	3/3/99	Pending

	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
80.	DRILLTEC	Australia	787172	3/2/99 3/2/99	Registered
81.	DRILLTEC	China	9900032416	4/2/99 2/20/01	Registered
82.	DRILLTEC	Canada	1007349	3/4/99 12/13/00	Registered
83.	DRILLTEC	New Zealand	305931	3/2/99 3/2/99	Registered
84.	DRILLTEC	Thailand	386333	4/30/99 4/29/99	Registered
85.	DRILLTEC	Brazil	821582658	4/29/99	Pending
86.	DRILLTEC	Norway	1999 03377	4/6/99	Pending
87.	DRILLTEC	United Arab Emirates	30862	4/14/99 12/5/99	Registered
88.	DRILLTEC	Laos	7090	5/14/99 7/14/99	Registered
89.	DRILLTEC and Triangle Design	Pakistan	154981	5/6/99	Pending
90.	DRILLTEC	Hungary	M9901458	3/25/99 9/8/00	Registered
91.	DRILLTEC	Singapore	T99/02136J	3/4/99 3/4/99	Registered
92.	DRILLTEC	Saudi Arabia	49077	4/28/99 10/18/00	Registered
93.	DRILLTEC	Qatar	20138	3/3/99	Pending
94.	DRILLTEC	Czech Republic	140621	3/4/99 4/19/00	Registered
95.	DRILLTEC	India	844070	3/8/99	Pending
96.	DRILLTEC	Austria (EP)	AM1229/99	3/2/99	Pending

	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
97.	DRILLTEC	Malaysia	99/01721	3/3/99	Pending
98.	DRILLTEC	Japan	11-43975	5/18/99 5/25/01	Registered
99.	DRILLTEC	European Community	1100593	3/9/99 3/9/99	Registered
100.	DRILLTEC	Singapore	T99/02135B	3/4/99 3/4/99	Registered
101.	DRILLTEC	Singapore	T99/02137I	3/4/99 3/4/99	Registered
102.	DRILLTEC	Brazil	821582674	4/29/99	Pending
103.	DRILLTEC	New Zealand	305932	3/2/99 3/2/99	Registered
104.	DRILLTEC	United Arab Emirates	30863	4/14/99 4/14/99	Registered
105.	DRILLTEC	Saudi Arabia	49078	4/28/99 10/18/00	Registered
106.	DRILLTEC	Thailand	386336	4/30/99	Published
107.	DRILLTEC	China	9900120587	10/12/99 3/7/01	Registered
108.	DRILLTEC-ESP	Germany (EP)	D374796Wz	6/3/82 7/22/82	Registered
109.	DRILLTEC-ESP	International Registration - World Intellectual Property Office		11/10/82 4/15/83	Registered
110.	DRILLTEC-ESP	Germany (EP)		11/10/82 4/15/83	Registered
111.	DRILLTEC-ESP	Russian Federation		11/10/82 4/15/83	Registered



	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
112.	DRILLTEC-ESP	Ukraine		11/10/82 4/15/83	Registered
113.	DRILLTEC-ESP	Kyrgyzstan		11/10/82 4/15/83	Registered
114.	DRILLTEC-ESP	Belarus		11/10/82 4/15/83	Registered
115.	DRILLTEC-ESP	United Kingdom (EP)	1185507	6/3/82 4/23/86	Registered
116.	DRILLTEC-RAP	Germany (EP)	D374776Wz	8/17/82 10/27/82	Registered
117.	DRILLTEC-RAP	International Registration - World Intellectual Property Office		11/10/82 2/21/83	Registered
118.	DRILLTEC-RAP	Russian Federation		11/10/82 2/21/83	Registered
119.	DRILLTEC-RAP	Ukraine		11/10/82 2/21/83	Registered
120.	DRILLTEC-RAP	Kyrgyzstan		11/10/82 2/21/83	Registered
121.	DRILLTEC-RAP	Belarus		11/10/82 2/21/83	Registered
122.	DRILLTEC-RAP	Uzbekistan		11/10/82 2/21/83	Registered
123.	ESP	Japan	Hei-8-92148	8/19/96 9/22/00	Registered
124.	ACT	Japan	10-97598	11/11/98 4/7/00	Registered
125.	ACT	Australia	777529	11/5/98 11/5/98	Registered

	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
126.	ACT	Saudi Arabia	46605	11/8/98 2/27/00	Registered
127.	ACT	European Community	983338	11/9/98 11/9/98	Registered
128.	ACT	United Arab Emirates	30860	4/14/99 10/15/00	Registered
129.	ACT	Venezuela	20785-98	11/10/98	Pending
130.	ACT	Norway	1998.1005	11/6/98 5/6/99	Registered
131.	ACT	Malaysia	98/12966	11/7/98	Pending
132.	ACT	Mexico	353398	11/9/98 11/9/98	Registered
133.	ACT	Singapore	T98/11208G	11/10/98	Pending
134.	ACT	Czech Republic	137559	11/9/98 6/26/00	Registered
135.	ACT	Qatar	19660	11/11/98	Pending
136.	ACT	Hungary	M9804630	11/10/98 11/10/98	Registered
137.	ACT	Argentina	2185656	11/9/98 2/15/00	Registered
138.	ACT	Brazil	821206575	11/11/98	Pending
139.	ACT	Indonesia	D98-18914	11/6/98 7/25/00	Registered
140.	ACT	Oman	19008	11/8/98	Pending
141.	ACT	Canada	895479	11/5/98	Published
142.	ACT	United Arab Emirates	30860	4/14/99	Pending

	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
143.	PROCADD	USA	75/504,715	6/18/98 5/29/01	Registered
144.	PROCADD	Japan	10-101068	11/24/98 6/15/01	Registered
145.	PROCADD	Australia	780348	12/7/98 12/7/98	Registered
146.	PROCADD	Saudi Arabia	46924	11/30/98 6/28/00	Registered
147.	PROCADD	European Community	996777	11/19/98 11/19/98	Registered
148.	PROCADD	United Arab Emirates	30861	4/14/99 8/10/00	Registered
149.	PROCADD	Venezuela	22094-98	11/26/98	Published
150.	PROCADD	Norway	1998.10404	11/18/98 9/8/99	Registered
151.	PROCADD	Malaysia	98/13341	11/17/98	Pending
152.	PROCADD	Mexico	356062	11/30/98 3/26/99	Registered
153.	PROCADD	Singapore	T98/12088H	6/18/98 6/18/98	Registered
154.	PROCADD	Czech Republic	137902	11/23/98 6/26/00	Registered
155.	PROCADD	Qatar	19702	11/18/98	Pending
156.	PROCADD	Hungary	M9804801	11/20/98 11/20/98	Registered
157.	PROCADD	Argentina	2190625	12/3/98 5/19/00	Registered
158.	PROCADD	Brazil	821229737	11/25/98	Pending

	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
159.	PROCADD	Indonesia	D98-19587	12/29/98 8/18/00	Registered
160.	PROCADD	Oman	19072	11/18/98	Pending
161.	PROCADD	Canada	896660	11/17/98	Published
162.	PROCADD	United Arab Emirates	30861	4/14/99	Pending
163.	ESP-S	Mexico	367093	3/11/99 3/11/99	Registered
164.	ESP-S	Argentina	2205061	3/1/99 4/17/00	Registered
165.	STP	Mexico	369273	3/26/99 12/1/99	Registered
166.	STP	Argentina	2205244	3/2/99	Pub/Oppose

## AMENDMENT AND ASSIGNMENT OF AGREEMENT (TRADEMARK)

This Amendment and Assignment of Agreement (TRADEMARK) dated as of August 25, 2001 (this "Amendment"), is made by and among First Source Financial LLP, an Illinois registered limited liability partnership ("FSFP"), in its capacity as Agent under the Credit Agreement (as defined below), First Source Financial, Inc., a Delaware corporation ("FSFI"), in its capacity as successor Agent under the Credit Agreement, and Drilltec Patents & Technologies Company, Inc., a Delaware corporation and successor by merger to Drilltec Patents & Technologies Company, Inc., a Texas corporation ("Borrower").

### RECITALS

WHEREAS, Borrower and FSFP entered into (i) that certain Agreement (Trademark) dated as of August 18, 1998 (as the same may be amended, restated or modified from time to time, the "1998 Trademark Agreement"), which 1998 Trademark Agreement was recorded in the United States Patent and Trademark Office on September 3, 1998 on Reel 1777, Frame 00799, and (ii) that certain Agreement (Trademark) dated as of September 9, 1999 (as the same may be amended, restated or modified from time to time, the "1999 Trademark Agreement"; together with the 1998 Trademark Agreement hereinafter sometimes referred to collectively as the "Trademark Agreements"), which 1999 Trademark Agreement was recorded in the United States Patent and Trademark Office on October 15, 1999 on Reel 001977, Frame 0716;

WHEREAS, pursuant to the Trademark Agreements, Borrower granted to FSFP, as Agent on behalf of the Lenders under the Credit Agreement a continuing security interest in, among other things, all of Borrower's right, title and interest in and to the Trademarks, including those trademarks referred to in Attachment 1 hereto;

WHEREAS, pursuant to that certain Consent to Appointment of Successor Agent dated as of the date hereof (the "Consent") among Borrower, Drilltec Technologies, L.P., a Delaware limited partnership and successor by merger to Drilltec Technologies, Inc., a Delaware corporation ("DTI"; together with Borrower hereinafter sometimes referred to collectively as "Borrowers"), FSFP, FSFI, and First Source Loan Obligations Insured Trust, a Delaware business trust, FSFP has resigned as Agent under that certain Secured Credit Agreement dated as of August 18, 1998 (as amended, the "Credit Agreement") among Borrowers, FSFP and the Lenders from time to time party thereto, and has assigned and delegated its rights, remedies, duties and obligations under the Credit Agreement to FSFI as the successor Agent;

WHEREAS, FSFI has agreed to accept the assignment of the rights, remedies, and duties and assumes the obligations of the Agent under the Credit Agreement from FSFP pursuant to the terms of the Consent;

WHEREAS, the parties hereto desire to execute this Amendment for the purposes of (i) amending the Trademark Agreements in certain respects to reflect the transfer of FSFP's interest as Agent to FSFI and (ii) evidencing in the United States Patent and Trademark Office the

assignment by FSFP to FSFI of all of FSFP's rights, remedies, duties and obligations under the Trademark Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, FSFP and FSFI hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Agreements.

2. Amendment of Trademark Agreements. The Trademark Agreements shall be amended such that FSFI, the successor Agent, shall replace FSFP, the resigning Agent, as "Agent" under the Trademark Agreements. All references to "Agent" in the Trademark Agreements shall hereinafter refer to First Source Financial, Inc., a Delaware corporation, as Agent for the Lenders.

3. Assignment. In connection with the assignments from FSFP to FSFI under the Consent, FSFP does hereby assign and transfer all of its respective rights, remedies, and duties and assumes the obligations as Agent under the Trademark Agreements to FSFI. FSFI hereby accepts FSFP's assignment and transfer of its rights, remedies, duties and obligations as Agent under the Trademark Agreements. The execution and delivery of this Amendment shall not in any way affect or modify the liability of Borrower under the Trademark Agreements hereby assigned, it being understood and agreed that notwithstanding this Amendment, all of the obligations of Borrower under the Trademark Agreements shall be and remain enforceable by FSFI, as Agent under the Trademark Agreements, or by its successors and assigns against Borrower.

4. Severability. Whenever possible, each provision of this Amendment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Amendment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Amendment. In addition, in the event any provision of or obligation under this Amendment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

5. Section Titles. Section and Subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

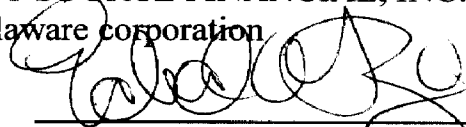
7. APPLICABLE LAW. THIS AMENDMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

8. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

FIRST SOURCE FINANCIAL, INC.,  
a Delaware corporation

By:   
Name: EDWARD A. SZARKOWICZ  
Title: SENIOR VICE PRESIDENT & GENERAL COUNSEL

FIRST SOURCE FINANCIAL, LLP,  
an Illinois registered limited liability partnership

By: First Source Financial, Inc.,  
its Agent/Manager

By:   
Name: Nicholas Yakubik  
Title: President

DRILLTEC PATENTS & TECHNOLOGIES  
COMPANY, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

FIRST SOURCE FINANCIAL, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FIRST SOURCE FINANCIAL, LLP,  
an Illinois registered limited liability partnership

By: First Source Financial, Inc.,  
its Agent/Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DRILLTEC PATENTS & TECHNOLOGIES  
COMPANY, INC., a Delaware corporation

By: Peter J. Hudnall  
Name: Peter J. Hudnall  
Title: Vice President - Finance

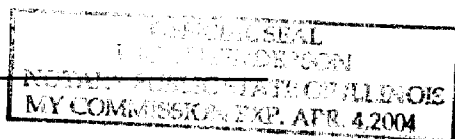
STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

I, John Henderson, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward Sparbency personally known to me to be a Gen. & General Counsel of FIRST SOURCE FINANCIAL, INC., a Delaware corporation, the Agent/Manager of First Source Financial LLP, an Illinois registered limited liability partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25 day of August, 2001.

John Henderson  
Notary Public

My commission expires:



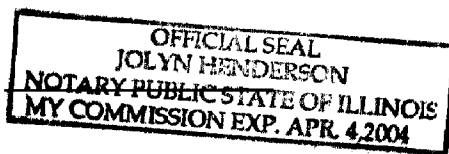
STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

I, Jolyn Henderson, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nicholas Yankubut personally known to me to be a President of FIRST SOURCE FINANCIAL, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25<sup>th</sup> day of August, 2001.

Jolyn Henderson  
Notary Public

My commission expires:



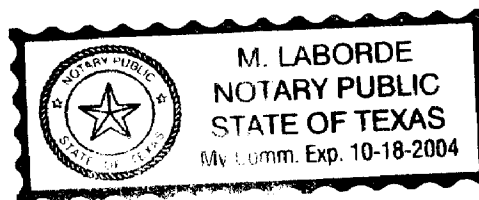
STATE OF Texas )  
 ) ss.  
COUNTY OF Harris )

I, M. LaBoede, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Hudson personally known to me to be a Vice President - Finance of DRILLTEC PATENTS & TECHNOLOGIES COMPANY, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25<sup>th</sup> day of September, 2001.

M. LaBoede  
Notary Public

My commission expires: 10-18-04



**Schedule I**  
**to**  
**Amendment and Assignment of Agreement (Trademark)**

The following Trademarks and Trademark Applications and other Trademark Collateral are owned by Drilltec Patents & Technologies Company, Inc.

	<b>MARK</b>	<b>COUNTRY</b>	<b>REG/ SERIAL NO</b>	<b>FILING / REG DATE</b>	<b>STATUS</b>
1.	Act	USA	75/482,786	05/11/98	Pending
2.	Drilltec	USA	1,433,532 73/359,019	04/09/82 03/24/87	Registered
3.	Drilltec and Design	USA	1,461,655 73/559,102	09/19/85 10/20/87	Registered
4.	Environclean	USA	1,921,165 74/508,618	04/04/94 09/19/95	Registered
5.	DRILLTEC and Design	Argentina	2068511	2/7/97 12/29/97	Registered
6.	DRILLTEC and Design	Japan	Hei-5-52792	5/31/93 7/31/96	Registered
7.	DRILLTEC and Design	Indonesia	H4Hc10119607	10/20/94 5/23/95	Registered
8.	DRILLTEC and Design	United Kingdom (EP)	1177031	6/18/82 12/24/85	Registered
9.	DRILLTEC and Design	Japan	Hei-5-52793	5/31/93 6/28/96	Registered
10.	DRILLTEC and Design	Germany (EP)	D36143/6Wz	4/9/81 10/6/81	Registered
11.	DRILLTEC and Design	International Registration - World Intellectual Property Office		4/9/01 10/6/81	Registered
12.	DRILLTEC and Design	Mexico	369275	3/26/99 3/24/00	Registered
13.	DRILLTEC and Design	Cambodia	11888	5/11/99 7/7/99	Registered
14.	DRILLTEC and Design	Malaysia	99/01612	2/27/99	Pending

	<b>MARK</b>	<b>COUNTRY</b>	<b>REG/ SERIAL NO</b>	<b>FILING / REG DATE</b>	<b>STATUS</b>
15.	DRILLTEC and DESIGN	Myanmar	3539	9/2/99 9/3/99	Registered
16.	DRILLTEC and Design	Vietnam	41655	5/5/99 5/5/99	Registered
17.	DRILLTEC and Design	Philippines	4-1999-01542	3/5/99	Pending
18.	DRILLTEC and Design	Bahrain	562/99	4/10/99	Pending
19.	DRILLTEC and Design	Oman	19569	3/3/99	Pending
20.	DRILLTEC and Design	China	9900032415	4/2/99 2/20/01	Registered
21.	DRILLTEC and Design	Canada	1007348	3/4/99 9/26/00	Registered
22.	DRILLTEC and Design	Laos	7091	5/14/99 7/14/99	Registered
23.	DRILLTEC and Design	Brazil	821582682	4/29/99	Pending
24.	DRILLTEC and Triangle Design	Pakistan	153553	4/5/99	Pending
25.	DRILLTEC and Design	Singapore	T99/02065H	3/3/99 3/3/99	Registered
26.	DRILLTEC and Design	Saudi Arabia	49075	4/28/99 4/28/99	Registered
27.	DRILLTEC and Design	Qatar	458062	2/28/99	Pending
28.	DRILLTEC and Design	Czech Republic	140620	3/4/99 4/19/00	Registered
29.	DRILLTEC and Design	India	844068	3/8/99	Pending
30.	DRILLTEC and Design	Australia	786863	2/26/99 2/26/99	Registered
31.	DRILLTEC and Design	New Zealand	305750	2/26/99 2/26/99	Registered

	<b>MARK</b>	<b>COUNTRY</b>	<b>REG/ SERIAL NO</b>	<b>FILING / REG DATE</b>	<b>STATUS</b>
32.	DRILLTEC and Design	Norway	1999 03376	4/6/99 8/31/00	Registered
33.	DRILLTEC and Design	Thailand	386334	4/30/99 4/30/99	Registered
34.	DRILLTEC and Design	United Arab Emirates	30864	4/14/99	Pending
35.	DRILLTEC and Design	Hungary	M9901063	3/5/99 3/2/00	Registered
36.	DRILLTEC and Design	Austria (EP)	AM1195/99	3/1/99 5/3/99	Registered
37.	DRILLTEC and Design	Malaysia	99/01613	2/27/99	Pending
38.	DRILLTEC and Design	Japan	11-43974	5/18/99 5/25/01	Registered
39.	DRILLTEC and Design	European Community	1100619	3/9/99 3/9/99	Registered
40.	DRILLTEC and Design	Singapore	T99/02064Z	3/3/99 3/3/99	Registered
41.	DRILLTEC and Design	Singapore	T99/02066F	3/3/99	Pending
42.	DRILLTEC and Design	Brazil	821582666	4/29/99	Pending
43.	DRILLTEC and Design	New Zealand	305749	2/26/99 2/26/99	Registered
44.	DRILLTEC and Design	United Arab Emirates	30865	4/14/99 10/8/00	Registered
45.	DRILLTEC and Design	Saudi Arabia	49076	4/28/99 11/10/00	Registered
46.	DRILLTEC and Design	Thailand	386335	4/30/99 4/30/99	Registered
47.	DRILLTEC and Design	Indonesia		2/24/95 3/8/96	Registered

	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
48.	DRILLTEC and Design	Indonesia		6/20/94 7/19/95	Registered
49.	DRILLTEC and Design	China	9900120586	10/12/99 3/7/01	Registered
50.	ENVIRONCLEAN	Japan	100,010/94	10/4/94 12/4/98	Registered
51.	ENVIRONCLEAN	Benelux	834793	10/3/94 5/2/95	Registered
52.	ENVIRONCLEAN	Canada	765426	10/3/94 8/9/96	Registered
53.	ENVIRONCLEAN	France	94/538522	10/3/94 3/15/95	Registered
54.	ENVIRONCLEAN	Germany (EP)	D55578/37Wz	10/4/94 2/17/95	Registered
55.	ENVIRONCLEAN	Indonesia	H4Hc10119608	10/20/94 1/31/96	Registered
56.	ENVIRONCLEAN	Italy	RM94C004318	10/4/94 10/4/94	Registered
57.	ENVIRONCLEAN	Norway	19945451	10/3/94 10/3/96	Registered
58.	ENVIRONCLEAN	United Kingdom (EP)	1588961	10/3/94 12/29/95	Registered
59.	ENVIRONCLEAN	Mexico	367094	3/11/99	Pending
60.	ENVIRONCLEAN	Argentina	2204754	2/26/99 4/24/00	Registered
61.	ENVIRONCLEAN	Malaysia	99/01471	2/24/99	Pending
62.	ENVIRONCLEAN	Australia	786301	2/22/99 2/22/99	Registered
63.	Econo-RAP	Japan	Hei-4-32017	3/25/92 6/29/94	Registered



	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
64.	LE RAP	Japan	Hei-4-32019	3/25/92 6/29/94	Registered
65.	ESP-EXTRA	Japan	Hei-4-104490	4/17/92 4/25/97	Registered
66.	DRILLTEC-ACDS	International Registration - World Intellectual Property Office	D37478/1Wz	6/3/82 4/21/83	Registered
67.	DRILLTEC-ACDS	Germany (EP)	475168	6/3/82 5/2/83	Registered
68.	DRILLTEC-ACDS	United Kingdom (EP)	1185506	11/17/82 6/5/85	Registered
69.	DRILLTEC-ACDS	Russian Federation	475168	6/3/82 5/2/83	Registered
70.	DRILLTEC-ACDS	Uzbekistan	475168	6/3/82 5/2/83	Registered
71.	DRILLTEC	USA	359019	4/9/82 3/24/87	Registered
72.	DRILLTEC	Mexico	369274	3/26/99	Pending
73.	DRILLTEC	Cambodia	11887	5/11/99 7/7/99	Registered
74.	DRILLTEC	Malaysia	99/01720	3/3/99	Pending
75.	DRILLTEC	Myanmar	3539	9/2/99 9/6/99	Registered
76.	DRILLTEC	Vietnam	41654	5/5/99 5/5/99	Registered
77.	DRILLTEC	Philippines	4-1999-01543	3/5/99	Pending
78.	DRILLTEC	Bahrain	563/99	4/10/99	Pending
79.	DRILLTEC	Oman	19577	3/3/99	Pending

	<b>MARK</b>	<b>COUNTRY</b>	<b>REG/ SERIAL NO</b>	<b>FILING / REG DATE</b>	<b>STATUS</b>
80.	DRILLTEC	Australia	787172	3/2/99 3/2/99	Registered
81.	DRILLTEC	China	9900032416	4/2/99 2/20/01	Registered
82.	DRILLTEC	Canada	1007349	3/4/99 12/13/00	Registered
83.	DRILLTEC	New Zealand	305931	3/2/99 3/2/99	Registered
84.	DRILLTEC	Thailand	386333	4/30/99 4/29/99	Registered
85.	DRILLTEC	Brazil	821582658	4/29/99	Pending
86.	DRILLTEC	Norway	1999 03377	4/6/99	Pending
87.	DRILLTEC	United Arab Emirates	30862	4/14/99 12/5/99	Registered
88.	DRILLTEC	Laos	7090	5/14/99 7/14/99	Registered
89.	DRILLTEC and Triangle Design	Pakistan	154981	5/6/99	Pending
90.	DRILLTEC	Hungary	M9901458	3/25/99 9/8/00	Registered
91.	DRILLTEC	Singapore	T99/02136J	3/4/99 3/4/99	Registered
92.	DRILLTEC	Saudi Arabia	49077	4/28/99 10/18/00	Registered
93.	DRILLTEC	Qatar	20138	3/3/99	Pending
94.	DRILLTEC	Czech Republic	140621	3/4/99 4/19/00	Registered
95.	DRILLTEC	India	844070	3/8/99	Pending
96.	DRILLTEC	Austria (EP)	AM1229/99	3/2/99	Pending

	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
97.	DRILLTEC	Malaysia	99/01721	3/3/99	Pending
98.	DRILLTEC	Japan	11-43975	5/18/99 5/25/01	Registered
99.	DRILLTEC	European Community	1100593	3/9/99 3/9/99	Registered
100.	DRILLTEC	Singapore	T99/02135B	3/4/99 3/4/99	Registered
101.	DRILLTEC	Singapore	T99/02137I	3/4/99 3/4/99	Registered
102.	DRILLTEC	Brazil	821582674	4/29/99	Pending
103.	DRILLTEC	New Zealand	305932	3/2/99 3/2/99	Registered
104.	DRILLTEC	United Arab Emirates	30863	4/14/99 4/14/99	Registered
105.	DRILLTEC	Saudi Arabia	49078	4/28/99 10/18/00	Registered
106.	DRILLTEC	Thailand	386336	4/30/99	Published
107.	DRILLTEC	China	9900120587	10/12/99 3/7/01	Registered
108.	DRILLTEC-ESP	Germany (EP)	D374796Wz	6/3/82 7/22/82	Registered
109.	DRILLTEC-ESP	International Registration - World Intellectual Property Office		11/10/82 4/15/83	Registered
110.	DRILLTEC-ESP	Germany (EP)		11/10/82 4/15/83	Registered
111.	DRILLTEC-ESP	Russian Federation		11/10/82 4/15/83	Registered

	<b>MARK</b>	<b>COUNTRY</b>	<b>REG/ SERIAL NO</b>	<b>FILING / REG DATE</b>	<b>STATUS</b>
112.	DRILLTEC-ESP	Ukraine		11/10/82 4/15/83	Registered
113.	DRILLTEC-ESP	Kyrgyzstan		11/10/82 4/15/83	Registered
114.	DRILLTEC-ESP	Belarus		11/10/82 4/15/83	Registered
115.	DRILLTEC-ESP	United Kingdom (EP)	1185507	6/3/82 4/23/86	Registered
116.	DRILLTEC-RAP	Germany (EP)	D374776Wz	8/17/82 10/27/82	Registered
117.	DRILLTEC-RAP	International Registration - World Intellectual Property Office		11/10/82 2/21/83	Registered
118.	DRILLTEC-RAP	Russian Federation		11/10/82 2/21/83	Registered
119.	DRILLTEC-RAP	Ukraine		11/10/82 2/21/83	Registered
120.	DRILLTEC-RAP	Kyrgyzstan		11/10/82 2/21/83	Registered
121.	DRILLTEC-RAP	Belarus		11/10/82 2/21/83	Registered
122.	DRILLTEC-RAP	Uzbekistan		11/10/82 2/21/83	Registered
123.	ESP	Japan	Hei-8-92148	8/19/96 9/22/00	Registered
124.	ACT	Japan	10-97598	11/11/98 4/7/00	Registered
125.	ACT	Australia	777529	11/5/98 11/5/98	Registered

	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
126.	ACT	Saudi Arabia	46605	11/8/98 2/27/00	Registered
127.	ACT	European Community	983338	11/9/98 11/9/98	Registered
128.	ACT	United Arab Emirates	30860	4/14/99 10/15/00	Registered
129.	ACT	Venezuela	20785-98	11/10/98	Pending
130.	ACT	Norway	1998.1005	11/6/98 5/6/99	Registered
131.	ACT	Malaysia	98/12966	11/7/98	Pending
132.	ACT	Mexico	353398	11/9/98 11/9/98	Registered
133.	ACT	Singapore	T98/11208G	11/10/98	Pending
134.	ACT	Czech Republic	137559	11/9/98 6/26/00	Registered
135.	ACT	Qatar	19660	11/11/98	Pending
136.	ACT	Hungary	M9804630	11/10/98 11/10/98	Registered
137.	ACT	Argentina	2185656	11/9/98 2/15/00	Registered
138.	ACT	Brazil	821206575	11/11/98	Pending
139.	ACT	Indonesia	D98-18914	11/6/98 7/25/00	Registered
140.	ACT	Oman	19008	11/8/98	Pending
141.	ACT	Canada	895479	11/5/98	Published
142.	ACT	United Arab Emirates	30860	4/14/99	Pending

	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
143.	PROCADD	USA	75/504,715	6/18/98 5/29/01	Registered
144.	PROCADD	Japan	10-101068	11/24/98 6/15/01	Registered
145.	PROCADD	Australia	780348	12/7/98 12/7/98	Registered
146.	PROCADD	Saudi Arabia	46924	11/30/98 6/28/00	Registered
147.	PROCADD	European Community	996777	11/19/98 11/19/98	Registered
148.	PROCADD	United Arab Emirates	30861	4/14/99 8/10/00	Registered
149.	PROCADD	Venezuela	22094-98	11/26/98	Published
150.	PROCADD	Norway	1998.10404	11/18/98 9/8/99	Registered
151.	PROCADD	Malaysia	98/13341	11/17/98	Pending
152.	PROCADD	Mexico	356062	11/30/98 3/26/99	Registered
153.	PROCADD	Singapore	T98/12088H	6/18/98 6/18/98	Registered
154.	PROCADD	Czech Republic	137902	11/23/98 6/26/00	Registered
155.	PROCADD	Qatar	19702	11/18/98	Pending
156.	PROCADD	Hungary	M9804801	11/20/98 11/20/98	Registered
157.	PROCADD	Argentina	2190625	12/3/98 5/19/00	Registered
158.	PROCADD	Brazil	821229737	11/25/98	Pending

	MARK	COUNTRY	REG/ SERIAL NO	FILING / REG DATE	STATUS
159.	PROCADD	Indonesia	D98-19587	12/29/98 8/18/00	Registered
160.	PROCADD	Oman	19072	11/18/98	Pending
161.	PROCADD	Canada	896660	11/17/98	Published
162.	PROCADD	United Arab Emirates	30861	4/14/99	Pending
163.	ESP-S	Mexico	367093	3/11/99 3/11/99	Registered
164.	ESP-S	Argentina	2205061	3/1/99 4/17/00	Registered
165.	STP	Mexico	369273	3/26/99 12/1/99	Registered
166.	STP	Argentina	2205244	3/2/99	Pub/Oppose