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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Cor-Val, L.P.

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Deleware

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

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank Texas, National Association

Internal

Address:

Street Address: 1000 Louisiana, 3rd Floor

City: Houston State: Texas Zip: 77002

- Individual(s) citizenship
Association National Banking Association
General Partnership
Limited Partnership
Corporation-State
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

Execution Date: December 17, 2001

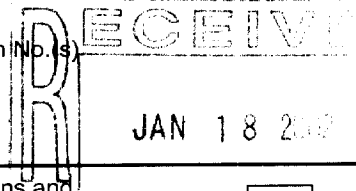
4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,282,100

Additional number(s) attached Yes No



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

Name: S. Roxanne Edwards

Internal Address:

Street Address: 5400 Renaissance Tower

1201 Elm Street

City: Dallas State: Texas Zip: 75270

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- 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.

S. Roxanne Edwards

Name of Person Signing

[Signature]

Signature

12/20/01

Date

8

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

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

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TRADEMARK REEL: 002435 FRAME: 0576

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SECURITY INTEREST ASSIGNMENT

THIS SECURITY INTEREST ASSIGNMENT (this "Assignment"), dated as of December 17, 2001, is executed by Cor-Val., L.P., a Delaware limited partnership, whose general partner is Cor-Val Holdings, Inc. (the "Guarantor"), whose address is c/o T-3 Energy Services, Inc., 13111 Northwest Freeway #500, Houston, Texas, 77040, in favor of Agent for the benefit of the Banks (as such terms are defined below).

R E C I T A L S:

T-3 Energy Services, Inc., a Delaware corporation (the "Borrower"), Wells Fargo Bank Texas, National Association, a national banking association, as agent for itself, each Issuing Bank and the other Banks (in such capacity, together with its successors in such capacity, the "Agent"), and certain other Banks from time to time party thereto have entered into a certain Credit Agreement dated as of even date herewith (as same may be amended, supplemented, modified or restated from time to time, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit to be made by the Banks to the Borrower (the "Loan"), which Loan is guaranteed by Guarantor, among others;

A. Capitalized terms used but not defined herein have the meanings ascribed to them in the Credit Agreement or the Security Agreement (hereinafter defined);

B. It is a condition precedent to the Agent and the Banks executing the Credit Agreement that Guarantor execute and deliver this Assignment;

C. Agent has conditioned its obligations under the Credit Agreement upon the execution and delivery of this Assignment by Guarantor. Pursuant to the Credit Agreement, and as collateral for the Loan, the Guarantor, the Agent, among others, have entered into that certain Pledge and Security Agreement dated on or about the date hereof (as the same may be amended, supplemented, modified or changed from time to time, the "Security Agreement"), pursuant to which the Guarantor has or will grant to the Agent a lien on and security interest in certain Collateral described therein, including, but not limited to the following (collectively, the "Intellectual Property"):

1. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held by Guarantor;

2. Any and all design rights which may be available to Guarantor now or hereafter existing, created, acquired or held;

3. All patents, patent applications and like protections now or hereafter existing, created, acquired, or held by Guarantor, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");

4. Any trademark or service mark rights, whether registered or not, now or hereafter owned by Guarantor, including without limitation, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Guarantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit B attached hereto (collectively, the "Trademarks");

5. Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above held by Guarantor;

6. All now existing or future existing licenses or other related rights, including but not limited to licenses and rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

7. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents held or owned by Guarantor; and

8. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

D. It is a condition precedent to the Agent's obligations in connection with the Loan that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Intellectual Property in a form suitable for recording this document with any legal entity.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Guarantor hereby grants and assigns a security interest, and ratifies and confirms the grant of a security interest pursuant to the Security Agreement, to Agent, as security for the payment and performance of the Obligations (as defined in the Credit Agreement) in and to Guarantor's entire right, title and interest in the Intellectual Property as defined herein, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements.

2. At such time as (i) all of the Obligations have been completely paid and performed in full, and (ii) the Revolving Credit Commitments, the Term Loan Commitments, the Letters of Credit, and any other commitments described in the Credit Agreement, have been terminated, the Agent shall release its security interest in Guarantor's entire right, title and interest in the Intellectual Property, including without

limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements.

3. Guarantor represents and warrants that it has the full right and power to make the assignment of the Intellectual Property and that it has not made any previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Intellectual Property, other than the Permitted Liens.

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Agent and Guarantor. This Assignment shall be binding upon Guarantor and its respective successors and permitted assigns, and shall inure to the benefit of Agent and its respective successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE INTELLECTUAL PROPERTY OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Agent is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from a security interest in the Intellectual Property.


5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile copy, other copy or reproduction of a signed counterpart original of this Agreement shall be as fully effective and binding as the original signed counterpart of this Agreement.

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IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

GUARANTOR:

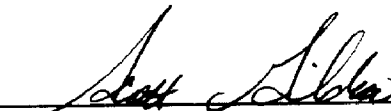
COR-VAL, L.P.

By: 
Name: Michael L. Stausberry
Title: President

Address:
c/o T-3 Energy Services, Inc.
13111 Northwest Freeway, #500
Houston, Texas 77040

AGENT:

WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION

By: 
Name: Scott Gilder
Title: Assistant Vice President

Address:
1000 Louisiana, 3rd Floor
Houston, Texas 77002

THE STATE OF TEXAS §

COUNTY OF Harris §

Before me Cynthia M. Barrett on this day personally appeared Michael L. Stansberry, President of Cor-Val, L.P., a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 17th day of December, 2001.



My Commission Expires:

7-14-02

Cynthia M. Barrett
Notary Public - State of Texas

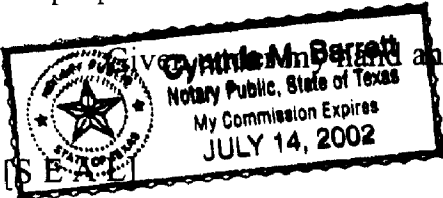
Cynthia M. Barrett
Printed Name of Notary Public

THE STATE OF TEXAS §

COUNTY OF DALLAS §

Before me Cynthia M. Barrett this day personally appeared Scott Geldea, Asst. Vice President of Wells Fargo Bank Texas, National Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said association, for the purposes and consideration therein expressed.

Given under my hand and seal office this 18 day of December, 2001.



My Commission Expires:

7-14-02

Cynthia M. Barrett
Notary Public - State of Texas

Cynthia M. Barrett
Printed Name of Notary Public

EXHIBIT A

U.S. Patents and Patent Applications

Registration No.

Title

6,283,152

Multiple sleeve valve assembly

EXHIBIT B
Tradenames, Both Foreign and Domestic

Registration No.

Mark

1,282,100

COR-VAL and Design

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