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

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

3-14-02

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

Other:

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

3. Nature of conveyance:

- Assignment                               Merger  
 Security Agreement                     Change of Name  
 Other: Receivership ordered by Queen's Bench  
of Alberta Canada

Execution Date: May 18, 1999

2. Name(s) and address(es) of receiving party(ies):

Name: Arthur Anderson Inc. as Receiver for Fracmaster Ltd.

Address: 1700 Fracmaster Tower  
355 -4th Avenue S.W.  
Calgary, Alberta, T2P 0J1 Canada

- Individual(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation  
 Other: Appointed as Receiver in Bankruptcy

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)

75/588,708

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Lisa N. Kaufman

Address: Dennison, Scheiner &, Schultz  
612 Crystal Square 4  
1745 Jefferson Davis Highway  
Arlington, Virginia 22202-3417

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

8. Deposit account number:

04-0753

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 N. Kaufman  
Name of Person Signing  
Signature3/14/02  
Date

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

03/14/2002 LMUELLER 00000169 75588708

01 FR:481

40.00 DP

IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL DISTRICT OF CALGARY

BETWEEN:

ROYAL BANK OF CANADA and ROYAL BANK OF CANADA,  
AS AGENT FOR ROYAL BANK OF CANADA, CANADIAN  
IMPERIAL BANK OF COMMERCE, BANK OF NOVA SCOTIA,  
HONGKONG BANK OF CANADA, BANQUE NATIONALE DE  
PARIS (CANADA) and CREDIT SUISSE FIRST BOSTON  
CANADA

Plaintiffs

- and -

I hereby certify this to be a true copy of  
the original Order  
Dated this 18 day of May 99  
[Signature]  
for Clerk of the Court.

FRACMASTER LTD.

Defendant

BEFORE THE HONOURABLE )  
MME. JUSTICE M.S. PAPERNY )  
IN CHAMBERS )  
At the Court House in the  
City of Calgary, Province of  
Alberta, on Monday,  
the 17th day of May,  
1999.

RECEIVERSHIP ORDER

UPON THE APPLICATION of the Solicitors for the Plaintiffs; AND UPON  
hearing read the Affidavit of Doug Paul; AND UPON the Application being argued before  
Madame Justice M.S. Paperny on the 14th day of May, 1999; AND UPON the Court  
reserving its decision to the 17th day of May, 1999; AND UPON the Court issuing written  
Reasons for Decision; AND UPON an Order having been granted in the CCAA Proceedings  
being Action No. 9910-05042 (the "CCAA Proceedings"), lifting the stay so as to allow the  
within Order to be filed;

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NOTWITHSTANDING ANY ORDERS GRANTED IN THE CCAA PROCEEDINGS, IT IS HEREBY ORDERED, DECLARED AND ADJUDGED THAT:

- 1. Fracmaster Ltd. is indebted to Royal Bank of Canada and Royal Bank of Canada as Agent for Royal Bank of Canada, Canadian Imperial Bank of Commerce, Bank of Nova Scotia, Hongkong Bank of Canada, Banque Nationale de Paris (Canada) and Credit Suisse First Boston Canada pursuant to the terms of two General Security Agreements dated April 28, 1998, as supplemented and amended from time to time (the "Security").

IT IS HEREBY DECLARED THAT:

- (a) the Defendant is in default under each part of the Security;
  - (b) all the principal, interest and other monies secured by the Security have become due and payable;
  - (c) the security granted by each part of the Security has become enforceable;
  - (d) the floating charge granted by the Security has become specifically charged against all of the undertaking, property and assets of the Defendants to which the Security attaches.
- 2. Arthur Andersen Inc. be and is hereby appointed Receiver and Manager (hereinafter referred to as the "Receiver") without security, of all the present and future undertakings, property and assets of the Defendant with the authority to manage and operate the business and undertaking of the Defendant.
  - 3. The Defendant, its present and former officers, directors, solicitors, accountants, servants, agents, contractors and shareholders, any persons acting on their instructions or behalf and all other persons having notice of this Order shall

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forthwith deliver to the Receiver, or to such agent or agents as it may appoint, all the undertaking, property, security and assets of every kind of the Defendant and all books, accounts, securities, documents, contracts, deeds, papers and records of every kind relating thereto and are hereby restrained and enjoined from disturbing or interfering with the Receiver and with the exercise by the Receiver of its powers and the performance by the Receiver of its duties hereunder.

- 4. The Receiver be and it is hereby fully and exclusively authorized and empowered to institute and prosecute all actions, applications or proceedings as may in its judgment be necessary or desirable for the proper preservation, protection or realization of the undertaking, property and assets of the Defendant and also to defend all actions, applications or proceedings instituted against the Defendant or the Receiver, and to appear in and conduct the prosecution or defence of any such actions, applications, or proceedings now pending in any Court by or against the Defendant, which will in the judgment of the Receiver be necessary or desirable for the proper preservation, protection or realization of the undertaking, property and assets of the Defendant and the authority hereby conferred shall extend to such appeals as the Receiver shall deem proper and advisable in respect of any order or judgment honoured in any such actions, applications or proceedings.
- 5. No creditor of the Defendant or person having a contractual relationship with the Defendant may exercise any right of set-off with respect to its accounts with the Defendant except with leave of this Court obtained on notice to the Receiver and subject to such terms as this Court may order.
- 6. No action or proceeding shall be taken against the Receiver as a defendant by any party without the consent of the Receiver or without leave of this Honourable Court first had and obtained on notice to the Receiver.
- 7. No action, application or other proceeding of any nature whatsoever, including without limitation a foreclosure, sale, execution, seizure, distress, including any

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landlord's distress, attachment or garnishment, and further including the cancellation or revocation of any agreement, lease, license or permit having an effect on any assets, property or undertaking under the control of the Receiver, and further including without limitation any private action or proceeding such as, but not limited to notification of receivables, shall be taken, made or continued against the Defendant, or in respect of or directly affecting the assets of the Defendant under the control of the Receiver, by any person, including, without limitation, any government, governmental agency or authority or any person acting or purporting to act on behalf thereof, without giving at least seven (7) days prior notice in writing to the Receiver and without obtaining leave of this Honourable Court. Leave is hereby granted to the Plaintiffs herein to proceed with the action in which this application has been brought.

8. Nothing in the above paragraph shall prevent any party from taking an action against the Defendant or in respect of its assets without leave of the Court being given where an action must be taken in order to comply with statutory time limitations which must be complied with by that party in order to preserve that party's rights at law, provided that notice in writing of such action be provided to the Receiver at the first available opportunity.
9. The Receiver shall be at liberty to employ or retain such assistants, agents, employees, auditors, advisors and solicitors, as it may from time to time consider necessary or desirable for the purpose of preserving, protecting or realizing the undertaking, property and assets of the Defendant, carrying on the business of the Defendant or generally exercising its powers and performing its duties hereunder.
10. The Receiver shall be at liberty and is hereby authorized and empowered, if in its opinion it is necessary or desirable for the purposes of preserving, protecting or realizing the undertaking, property and assets of the Defendant:

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- (a) to carry on or cease to carry on all or any part of the business of the Defendant including, without limitation, the power to sell its assets in the ordinary course of its business;
- (b) to take steps for the preservation and protection of the undertaking, property and assets of the Defendant including, without restricting the generality of the foregoing, the right to make payments to persons having mortgages, charges, or encumbrances ranking in priority to the security held by the Plaintiffs on any of such undertaking, property and assets;
- (c) to vote the shares owned by the Defendant relative to any company and to exercise all of the powers of a shareholder of any subsidiary company of the Defendant;
- (d) to purchase or lease such lands, machinery, equipment and other assets as may be necessary for the improvement and enhancement of the business operations of the Defendant;
- (e) to enter into arrangements or settle, extend or compromise any indebtedness by or to the Defendant;
- (f) to refrain from carrying into effect contracts entered into by the Defendant;
- (g) to enter into any agreements or incur any obligations necessary or reasonably incidental to the exercise of the aforesaid powers, which obligations shall be in addition to the borrowing powers contained in the Order; and
- (h) to take such steps as the Receiver may deem appropriate to establish and maintain control over the property including, without restriction, entering onto any real property for the purpose of removing or relocating property

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of the Defendant as may be necessary to dispose of or safeguard it, the taking of inventories and the placement of insurance coverage as required.

11. The Receiver be and is hereby empowered and authorized to sell, on credit or otherwise, the undertaking, assets and property of the Defendant or any part or parts thereof out of the ordinary course of business by private contract or sale, at public auction or by public tender on such terms and conditions as it deems appropriate, provided any such sales will be subject to Court approval.
  
12. No one claiming an interest in any of the undertaking, property or assets of the Defendant hereby brought under control of the Receiver shall be at liberty to exercise such interest including without limitation any right to possession of such undertaking, property or assets except with the consent of the Receiver or the Order of this Court first had and obtained on notice to the Receiver.
  
13. The Receiver is hereby authorized to execute Transfers of Land or other conveyances in relation to property registered in the name of the Defendant and the appropriate Registrar of Land Titles is hereby directed, notwithstanding Section 180.1(T) of the Land Titles Act, to effect registration of any such conveyance or Transfer of Land.
  
14. The Receiver shall not be required to give the notice of its intention to dispose of any of the undertaking, property and assets of the Defendant and without limiting the generality of the foregoing, including notice as set out in Section 60(B) of the Personal Property Security Act of Alberta.
  
15. The Receiver be and it is hereby empowered to receive and collect all money now or hereafter owing to the Defendant and to join in and execute, assign, issue and endorse cheques, leases, bills of sale, transfers, deeds, conveyances, contracts, bills of lading or exchange and other documents of whatsoever nature in the name of

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and on behalf of the Defendant necessary or convenient, in the judgment of the Receiver, for any purpose pursuant to this Order.

- 16. The Receiver be and it is hereby empowered to pay out of the monies coming into its hands such debts of the Defendant that have priority over the claims of secured creditors of the Defendant and any such debts as in its judgment may be required to be paid in order to properly maintain or carry on the business and undertaking of the Defendant and to compromise any claims or debts of the Defendant as may be desirable. The Receiver is further empowered to pay to the Plaintiffs any surplus funds in its account from time to time.
  
- 17. Any expenditure which shall be properly made or incurred by the Receiver shall be allowed to it in passing its accounts and, together with its remuneration, shall form a charge on the undertaking, property and assets of the Defendant in priority to all security on the undertaking, property and assets of the Defendant presently held by the Plaintiffs or any other party and all encumbrances subsequent thereto.
  
- 18. The Receiver be and it is hereby empowered to borrow such monies without personal liability from time to time as it may consider necessary or desirable from the DIP Financing as provided for in the Order of Lovecchio, J. dated March 18, 1999, in the CCAA Proceedings. The provisions in the CCAA Proceedings as they relate to the DIP Financing shall apply to the Receiver. The Receiver may apply to increase the maximum amount of the DIP Financing if necessary.
  
- 19. Without limiting the generality of any other paragraph hereof, all persons, firms and corporations shall be and they are hereby restrained and enjoined from disturbing or interfering with utilities or services, including without limitation the furnishing of gas, heat, electricity, water, telephone or any other utilities of like kind, furnished up to the present date to the Defendant, and they are hereby restrained and enjoined from cutting off, discontinuing or altering any such utilities or services to

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the Receiver except upon further Order of this Court obtained on notice to the Receiver.

- 20. The Receiver shall from time to time pass its accounts and pay the balance in its possession as this Court may direct, and for this purpose the accounts of the Receiver are hereby referred to a Master or Justice of this Court. The Receiver shall be at liberty and is hereby authorized from time to time to apply reasonable amounts from monies in its possession against its fees and disbursements and such amounts shall constitute advances against its remuneration when fixed.
- 21. Liberty is reserved to all or any party or parties interested to apply for further or other Orders on two (2) clear days notice to the Receiver.
- 22. The Receiver and Manager shall be at liberty from time to time to apply to this Court for advice and directions in the discharge of its powers and duties hereunder upon notice to all parties who made submissions to the Court with respect to this Order, and such other parties as the Court may direct.
- 23. The costs of the Plaintiffs in the preparation of this application and the commencement of this action and up to and inclusive of this application and the entry of this Order shall be assessed as between solicitor and his own client and be paid by the Receiver as part of the expenses of the management of the undertaking, property and assets of the Defendant out of the monies coming into its hands.
- 24. This Honourable Court requests the aid and recognition of any court or any judicial regulatory or administrative body in any province or territory of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States and the states or other subdivisions of the United States and of any

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BENNETT JONES-BURNEI AND DUCKWORTH PALMER #11713

other nation or state to act in aid and to be complementary to this Court in carrying out the terms of this Order.

25. For the purposes of seeking the aid and recognition of any court or any judicial, regulatory or administrative body outside of Canada, the Receiver shall act and be deemed to be the foreign representative of Fracmaster.

26. The Receiver shall be at liberty to file a petition for relief (the "Petition") under Section 304 of the United States Bankruptcy Code ("Section 304") to institute a case ancillary to this proceeding on behalf of Fracmaster Ltd. (the "Ancillary Case") in the United States Bankruptcy Court for the Eastern District of Texas (the "United States Court") is appropriate, the Monitor is authorized to file the Petition of the United States Court instituting the Ancillary Case, and as the foreign representative of Fracmaster, to take all actions it deems necessary or appropriate to seek relief on behalf of Fracmaster Ltd. under Section 304.

27. In order to recognize and give effect to the terms of this Order, this Honourable Court requests the aid and recognition of this Order by the Courts of the State of Texas, the District Court of the United States of America and the United States Court to act in aid of and to be complementary to this Court in carrying out the terms of this Order and the Order of this Court dated March 18, 1999.

28. The Receiver shall report to the Court no later than May 21, 1999 as to its recommendation with respect to a sale of Fracmaster's assets, or such other immediate action as it may deem appropriate for the benefit of all claimants, including the secured creditors.

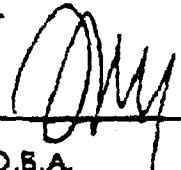
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BENNETT JONES-BURKEI DULAKURIN PALMER

29. The provisions of Rule 323 are hereby waived.

  
\_\_\_\_\_  
J.C.Q.B.A.

ENTERED this 18 day of  
May, 1999.

JIM McLAUGHLIN   
CLERK OF THE COURT

CONSENTED TO:

DAVISON WORDEN

Per: \_\_\_\_\_  
Brian Davison  
Solicitors for Fracmaster Ltd.

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