

04-22-2002

FORM PTO 1594 (Rev. 6-93)

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TRA

OMB No. 0651-0011 (exp. 4/94)

102063211

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

1. Name of conveying party(ies): Well Tender, Inc. **4-8-02**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Delaware
 Other _____

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

2. Name and address of receiving party(ies)
 Name: U.S. Bank National Association
 Internal Address: U.S. Bank Place - MPFP0510
 Street Address: 601 Second Avenue South
 City: Minneapolis State: MN ZIP: 55402-4302

Individual(s) _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other: National Banking Association

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: March 5, 2002

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
2,281,379 2,281,376

Additional numbers attached? Yes No

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

Name: Devan V. Padmanabhan
 Internal Address: Dorsey & Whitney LLP

 Street Address: Suite 1500, 50 South Sixth Street

 City: Minneapolis State: MN ZIP: 55402-1498

6. Total Number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
04-1420

(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.

Devan V. Padmanabhan
 Name of person Signing

Devan V. Padmanabhan
 Signature

April 8, 2002
 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

04/22/2002 6TOM11 00000043 2281379

01 FC:481
02 FC:482

40.00 DP
25.00 DP

BOX ASSIGNMENT
Director - U.S. Patent and Trademark Office
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**COLLATERAL ASSIGNMENT (TRADEMARKS)
(Subsidiary)**

This COLLATERAL ASSIGNMENT (TRADEMARKS), dated as of March 5, 2002, made and given by WELL TENDER, INC., a Delaware corporation (the "Assignor"), to U.S. BANK NATIONAL ASSOCIATION, a national banking association, as collateral agent (in such capacity, together with any successor in such capacity, the "Assignee") for the Banks party to the Credit Agreement described below.

RECITALS

A. Production Control Services, Inc. f/k/a Production Control Acquisition Company (the "Borrower"), the Assignee as Agent and as a Bank, and certain other Banks (the "Banks") have entered into a Credit Agreement dated as of October 2, 2000 (as the same may hereafter be amended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Banks have agreed to extend certain credit accommodations to the Assignor under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement).

B. To secure all the liabilities and obligations of the Borrower to the Assignee and the Banks arising under the Credit Agreement, whether now existing or hereafter arising (the "Liabilities"), the Assignor has pledged and granted to the Assignee a security interest in the property described in a Security Agreement of even date herewith (the "Security Agreement") by and between Assignor and Assignee which property includes general intangibles, including, without limitation, patents, inventions, trademarks, trade names, copyrights and trade secrets.

C. The Assignor is a wholly-owned subsidiary of the Borrower.

D. The Borrower has requested that the Agent and the Banks enter into a First Amendment to Credit Agreement (the "Amendment"), and it is a condition precedent to the obligation of the Agent and the Banks to enter into the Amendment that this Assignment be executed and delivered by the Assignor.

E. The Assignor expects to derive benefits from the continued extension of credit accommodations to the Borrower by the Agent and the Banks and finds it advantageous, desirable and in its its best interests to execute and deliver this Assignment to the Assignee.

NOW, THEREFORE, in consideration of the premises and to induce the Banks to enter into the Amendment, the parties hereto agree as follows:

Section 1. Subject to any limitations set forth below, the Assignor does hereby assign all of its right, title and interest in and to all of the present trademarks and trade names and the registrations and applications therefor owned by the Assignor (the "Trademarks"), including but not limited to those registered trademarks and trademark applications set forth on Exhibit A hereto, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world

and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee, for itself and for the benefit of the Banks, and for their legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made; provided that the Assignee shall not acquire any interest in any application until such time as (i) a verified statement of use has been filed with the Patent and Trademark Office, and (ii) the Assignor delivers to the Assignee an assignment of Trademarks in form and substance which satisfies any requirements of the Lanham Act. The foregoing assignment of trademarks shall be effective only upon the occurrence of, and during the continuance of, an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment, which written notice shall constitute conclusive proof of the matters set forth therein.

Section 2. The Assignor hereby covenants and warrants that:

(a) to the Assignor's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the Assignor's knowledge, each of the Trademarks material to the conduct of the Assignor's business is valid and enforceable;

(c) no claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(e) the Assignor will be, until the Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, in compliance with statutory notice requirements relating to its use of the Trademarks;

(f) to the Assignor's knowledge, upon the assignment of the Trademarks from the Borrower to the Assignee and the recordation of such assignment with the U.S. Patent and Trademark Office, the Assignor will be the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons other than liens permitted under the Credit Agreement;

(g) upon the assignment of the Trademarks from the Borrower to the Assignee and the recordation of such assignment with the U.S. Patent and Trademark Office, the Trademarks set forth on Exhibit A will be all of the Trademarks owned by the Assignor and registered in the U.S. Patent and Trademark Office and all of the trademark applications submitted by the Assignee to the U.S. Patent and Trademark Office; and

(h) the Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its senior officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

Section 3. Except as permitted by the Credit Agreement, the Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is inconsistent with its obligations under this Assignment.

Section 4. If, before the Obligations shall have been satisfied in full, the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application, registration, trademark or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment. Section 1 hereof shall automatically apply thereto and the Assignor shall give to the Assignee prompt notice thereof in writing. Upon receipt of any such notices from the Assignee, the Assignor authorizes the Assignee to modify this Assignment, without the consent of the Assignor, by amending Exhibit A hereto to include any such future trademark or trade name.

Section 5. Except as permitted by the Credit Agreement, the Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit B hereto or otherwise with the Assignee's prior written consent.

Section 6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents reasonably requested by Assignee to facilitate the purposes of this Assignment, including but not limited to documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Credit Agreement, the Guaranty and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be reasonably necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant to this Assignment or the Loan Documents.

Section 7. The Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, (i) to prosecute diligently any pending Trademark application as of the date of this Assignment or thereafter until the Credit Agreement, the Guaranty and the Loan Documents shall have been terminated in accordance with their terms, and (ii) to preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any application presently pending that constitutes a Trademark without the written consent of the Assignee.

Section 8. Upon the occurrence and during the continuance of an Event of Default, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name,

the name of the Assignor, or the name of the Banks to enforce or to defend the Trademarks and any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including without limitation participation as a plaintiff or defendant in any proceeding) and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

Section 9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement. Nothing in this Assignment shall be construed to limit such security interest in the Trademarks.

Section 10. No course of dealing with the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

Section 12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

Section 13. This Assignment shall inure to the benefit of and be enforceable by the Assignee and its successors, transferees and assigns, and be binding upon the Assignor and its successors and assigns.

Section 14. Upon payment in full of the Liabilities (other than Assignor's unmatured indemnity obligations under any Loan Document) and the expiration of any obligation to the Assignee to extend credit accommodations to the Assignor, the Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.

Section 15. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws (without giving effect to the conflicts of law principles thereof) of (i) any state as to rights or interests hereunder which arise under the laws of such state, (ii) the United States of America as to rights and interests hereunder which are registered or for the registration of which application is pending with the United States Patent and Trademark Office and (iii) the State of Minnesota in all other respects. Whenever possible, each provision of this Assignment and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining

provisions of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto. In the event of any conflict within, between or among the provisions of this Assignment, any other Loan Document or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto, those provisions giving the Assignee the greater right shall govern.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Assignor has executed this instrument as of the date first above written.

WELL TENDER, INC.

By Karen Pajarella
Its V.P. & SECRETARY

Address:

1712 Denver Avenue
Fort Lupton, Colorado 80621
Fax: 303-857-4299
ATTN: President

With a copy to:

The Riverside Company
Rockefeller Center
630 Fifth Avenue, Suite 1530
New York, New York 10011
ATTN: Bela Schwartz
Fax: 212-265-6478

Address for Assignee:

U.S. Bank National Association
U.S. Bank Place - MPFP0510
601 Second Avenue South
Minneapolis, Minnesota 55402-4302
Telephone: 612-973-0087
Fax: 612-973-0821
Attention: Megan Mourning

[Signature Page to Collateral Assignment (Trademarks) (Subsidiary)]

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TRADEMARK
REEL: 002488 FRAME: 0420

TRADEMARK REGISTRATIONS AND APPLICATIONS

Well Tender, Registration Number: 2281379, Registration Date: September 28, 1999,
Serial Number: 75-525325

Well Tender II, Registration Number: 2281376, Registration Date: September 28, 1999,
Serial Number: 75-525190

EXHIBIT B TO
COLLATERAL ASSIGNMENT OF TRADEMARKS

LICENSES

None.

ASSIGNMENT OF TRADEMARKS

WHEREAS, Well Tender, Inc., a Delaware corporation (hereinafter "Assignor"), is the owner by assignment of the entire right, title and interest in and to certain United States Trademarks, together with the invention(s) disclosed therein.

WHEREAS, _____ (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in and to the aforesaid Trademarks, any and all causes of action and rights of recovery for past infringements of said Trademarks, and all of the rights vested in said Assignor herein by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which Assignor became vested with said ownership.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt in full of which is hereby acknowledged.

1. Said Assignor hereby sells, assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to said Trademarks, including any registrations, applications, renewals or extensions of said Trademarks and including all goodwill for such Trademarks.
2. Said Assignor further sells, assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Trademarks herein assigned.
3. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives.
4. Said Assignor hereby irrevocably authorizes U.S. Bank National Association or any successor collateral agent to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

IN WITNESS WHEREOF, said _____, has executed and delivered
this instrument this _____ day of _____.

WELL TENDER, INC.

By Karen Pajunillo
Its V.P. & SECRETARY

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