



07-25-2002



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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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):
 Heller Financial, Inc.
 500 West Monroe Street
 Chicago, IL 60661
 7-18-02

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

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

2. Name and address of receiving party(ies)
 Name: Peter J. Hudson, CFO
 Internal Address: Drilltec Patents & Technologies Inc
 Street Address: 10875 Kempwood / Suite 2
 City: Houston, State: TX Zip: 77043

Individual(s) citizenship _____
 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 Release of Security Interest

Execution Date: 7/15/02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) See Attached
 B. Trademark Registration No.(s) See Attached

Additional number(s) attached Yes No

B. Trademark Registration No.(s) See Attached

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Peter J. Hudson, CFO
 Internal Address: Drilltec Technologies, Inc.
 Street Address: 10875 Kempwood / Suite 2
 City: Houston, State: TX Zip: 77043

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 120.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 Ronald E. Lis, Vice President - Heller
 Name of Person Signing

Signature

Total number of pages including cover sheet, attachments, and documents: _____

0000119123

\$5.00

7/15/02

Date

CHECK REFUND

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

07/24/2002 T01AZ1 00000143 73565334
01 FC:481 40.00 OP
02 FC:482 75.00 OP

Refund Ref: 07/24/2002 T01AZ1

TRADEMARK
REEL: 002553 FRAME: 0786

TRADEMARKS

COUNTRY	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
Argentina	DRILLTEC and Design	1517223	12/11/85	1,223,010	02/09/87
Austria	DRILLTEC			465,606	10/06/81
Austria	DRILLTEC - ACDS	1038675	10/10/82	475,168	11/10/82
Austria	DRILLTEC - ESP	1035986	11/10/82	474,933	11/10/82
Austria	DRILLTEC - RAP			474,007	11/10/82
Benelux	DRILLTEC			465,606	10/08/81
Benelux	DRILLTEC - ACDS	1038675	11/10/82	475,168	11/10/82
Benelux	DRILLTEC - ESP	1035986	11/10/82	474,933	11/10/82
Benelux	DRILLTEC - RAP			474,007	11/10/82
Benelux	ENVIRONCLEAN	834793	10/03/94	556,144	10/03/94
Canada	ENVIRONCLEAN	765426	10/03/94	TMA 460,975	08/09/86
France	DRILLTEC			465,606	10/06/81
France	ENVIRONCLEAN	94/583,522	10/03/94		
France	DRILLTEC - ACDS	1038675	11/10/82	475,168	11/10/82
France	DRILLTEC - ESP	1035986	11/10/82	474,933	11/10/82
France	DRILLTEC - RAP			474,007	11/10/82
Germany	DRILLTEC	D36143/6WZ	04/09/81	1,023,686	10/06/81
Germany	DRILLTEC - ACDS	D37478/1WZ	06/03/82	1,038,675	09/22/82
Germany	DRILLTEC - ESP	D37479/6WZ	06/04/82	1,035,986	07/22/82
Germany	DRILLTEC - RAP	D37477/6WZ	06/03/82	1,040,107	10/27/82
Germany	ENVIRONCLEAN	D555778/37WZ	10/04/84	2,902,047	02/17/95

COUNTRY	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
Great Britain	DRILLTEC and Design	1177031	06/18/82	B1177031	12/24/85
Great Britain	DRILLTEC - ACDS	1185506	11/17/82	1,185,506	06/05/85
Great Britain	DRILLTEC - ESP	1185507	11/17/82	B1185507	04/23/86
Great Britain	ENVIRONCLEAN			1,588,961	04/04/94
Indonesia	DRILLTEC and Design	H4.HC.01.01-19607	10/20/94		
Indonesia	ENVIRONCLEAN	H4.HC.01.01-19608	10/20/94		
Italy	DRILLTEC			465,606	10/06/81
Italy	DRILLTEC - ACDS	1039675	11/10/82	475,168	11/10/82
Italy	DRILLTEC - ESP	1035986	11/10/82	474,933	11/10/82
Italy	DRILLTEC - RAP			474,007	11/10/82
Italy	ENVIRONCLEAN	RM94C/004318	10/04/94		
Japan	DRILLTEC and Design			3,181,270	07/31/86
Japan	DRILLTEC and Design	HEI-5-52793	05/31/93		
Japan	DRILLTEC - ESP	HEI-8-92148	08/19/96		
Japan	ECONO - RAP			2,676,121	08/30/94
Japan	ENVIRONCLEAN	100010/94	10/04/94		
Japan	ESP - EXTRA	HEI-4-104490	04/17/92		
Japan	LE RAP			2,676,122	06/29/94
Norway	ENVIRONCLEAN	945451	10/03/94		
Russia	DRILLTEC			465,606	10/06/81
Russia	DRILLTEC - ACDS	1038675	11/10/82	475,168	11/10/82
Russia	DRILLTEC - ESP	1035986	11/10/82	474,933	11/10/82
Russia	DRILLTEC - RAP			474,007	11/10/82
Spain	DRILLTEC			465,606	10/06/81

COUNTRY	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
Spain	DRILLTEC - ACDS	1038675	11/10/82	475,168	11/10/82
Spain	DRILLTEC - ESP	1035986	11/10/82	474,933	11/10/82
Spain	DRILLTEC - RAP			474,007	11/10/82
United States	DRILLTEC	73/359019	04/09/82	1,433,532	03/24/87
United States	DRILLTEC and Design	73/559,102	09/19/85	1,461,655	10/20/87
United States	ENVIRONCLEAN	74/508618	04/04/94	1,921,165	09/19/95

10-30-1997

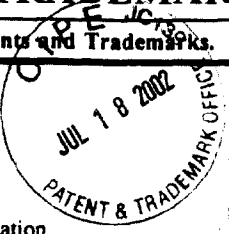
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



100555880

Patents and Trademarks. Please record the attached original documents or copy thereof.



Drilltec Patents & Technologies Company, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: July 31, 1997

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

A. Trademark Application No.(s)

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

Name: Heller Financial, Inc.

Internal Address:

Street Address: 500 West Monroe Street

City: Chicago State: Illinois ZIP: 60661

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

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

B. Trademark registration No.(s) 1,443,532

Additional numbers attached? Yes No

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

Name: Philip T. Golden

Internal Address:

Street Address: 910 Travis Street, Suite 1700

City: Houston State: Texas ZIP: 77002-5895

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

10/31/1997 VBRUM 00000231 1443532
 01 FC:481 40.00 DP
 02 FC:482 50.00 DP
 03 FC:484 120.00 DP

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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.

Philip T. Golden
Name of Person Signing

Signature

8/15/97

Date

Total number of pages comprising cover sheet: 10

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

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

Commissioner of Patents and Trademarks
Box Assignments
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.

Additional Names of Conveying Parties

1. Drilltec Technologies, Inc.
2. Drilltec International Limited
3. Drilltec Indonesia, Inc.

DA972170119
080597 v1
412:6515-15

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS ("Assignment"), dated as of July 31, 1997, is executed by DRILLTEC PATENTS & TECHNOLOGIES COMPANY, INC., a Texas corporation ("Debtor"), having an address at 10875 Kempwood, Suite 2, Houston, Texas 77043, in favor of Heller Financial, Inc., a Delaware corporation ("Lender"), having an address of 500 West Monroe Street, Chicago, Illinois 60661.

RECITALS:

A. Debtor, Drilltec Technologies, Inc., a Delaware corporation, Drilltec International Limited, a company organized under the laws of Scotland, Drilltec Indonesia, Inc., a Texas corporation (Debtor together with the other Drilltec entities listed above herein collectively referred to as the "Credit Parties"), and Lender have entered into that certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Loan Agreement").

B. Pursuant to the Loan Agreement, the Credit Parties and the Lender have entered into that certain Intellectual Property Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Security Agreement"), pursuant to which and pursuant to the Loan Agreement, the Credit Parties granted to Lender a lien on and security interest in certain collateral described therein, including all trademarks, trademark applications, and trademark rights now or hereafter owned by the Credit Parties, and all renewals thereof, including without limitation those described on Exhibit "A" hereto (collectively, the "Trademarks").

C. The parties hereto have agreed to execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office and in other similar offices in foreign jurisdictions.

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. Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement, to Lender, as security for the payment and performance of the Obligations (as defined in the Loan Agreement), in and to Debtor's entire right, title and interest in the Trademarks, 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 all of the Obligations have been completely paid and performed in full and all commitments of Lender to the Credit Parties have terminated, Lender shall release its security interest in Debtor's entire right, title and interest in the Trademarks, 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.

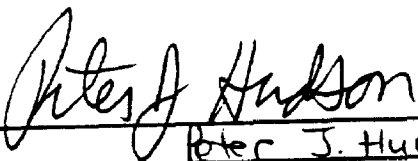
3. Debtor represents and warrants that it has the full right and power to make the assignment of the Trademarks made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks.

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Lender and Debtor. This Assignment shall be binding upon Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Lender and its respective successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS 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, Lender is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Trademarks.

5. This Assignment is subject in all respects to the terms of the Intercreditor Agreement dated of even date herewith by and among Debtor, Lender, Drilltec Technologies, Inc., Drilltec International Limited, Drilltec Indonesia, Inc., Drilltec Southeast Asia Pte Ltd, a company organized under the laws of Singapore, and Southwest Bank of Texas, N.A., a national banking association.

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

DRILLTEC PATENTS & TECHNOLOGIES
COMPANY, INC.

By: 
Name: Peter J. Hudson
Title: CEO

By: Paul B. Cohen
Name: Paul B. Cohen
Title: SVP

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was ACKNOWLEDGED before me on July 31, 1997, by Peter J. Hudson, the CFU of DRILLTEC PATENTS & TECHNOLOGIES COMPANY, INC., a Texas corporation, on behalf of said corporation.

[S E A L]

My Commission Expires:

Kelly Wright Lee
Notary Public - State of Texas

Printed Name of Notary Public



THE STATE OF ILLINOIS

§
§
§

COUNTY OF COCK

This instrument was ACKNOWLEDGED before me on 31, 1997, by Shela S. Cohen the AMP of HELLER FINANCIAL, INC., a Delaware corporation, on behalf of said corporation.

OFFICIAL SEAL
MARGARET E GOURLEY
NOTARY PUBLIC STATE OF ILLINOIS
[S] MY COMMISSION EXP. DEC. 18, 1997

Margaret E. Gourley
Notary Public - State of Illinois

My Commission Expires:

12/18/97

MARGARET E GOURLEY
Printed Name of Notary Public

HO971920162
072597 v6
153:6515-15