

11/8/02

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

REC TI



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

102281380

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

1. Name of conveying party(ies): Whiting Corporation. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other Delaware corporation.

2. Name and address of receiving party(ies): Name: SEE ATTACHED. Includes fields for Internal Address, Street Address, City, State, Zip, and checkboxes for citizenship and partnership types.

3. Nature of conveyance: Includes checkboxes for Assignment, Merger, Security Agreement, Change of Name, and Other. Execution Date: 08-02-2002.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76423788

B. Trademark Registration No.(s) 2016872; 1917622

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Bruce Haraguchi, Internal Address: Seyfarth Shaw, Street Address: 55 E. Monroe Street, Suite 4200, City: Chicago, State: IL, Zip: 60603

6. Total number of applications and registrations involved: 3. 7. Total fee (37 CFR 3.41): \$ 90.00. Includes checkboxes for Enclosed and Authorized to be charged to deposit account. 8. Deposit account number: 19-1351

DO NOT USE THIS SPACE

9. Signature. BRUCE HARAGUCHI Name of Person Signing

Signature [Handwritten Signature]

11/8/02 Date

Total number of pages including cover sheet, attachments, and document: 24

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

11/15/2002 TDIAZ1 00000021 76423788

01 FC:8521 40.00 OP 02 FC:8522 50.00 OP

TRADEMARK REEL: 2617 FRAME: 0843

2. Names and addresses of receiving parties:

American National Bank and Trust Company of Chicago
a national banking association
120 S. LaSalle Street
Chicago, Illinois 60603

and

Banc One Leasing Corporation
a Delaware corporation
1111 Polaris Parkway, Suite A-3
Columbus, Ohio 43240

20113330.4
08-02-02

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") dated as of August 2, 2002, is among WHITING CORPORATION, a Delaware corporation (the "Debtor"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("American"), and BANC ONE LEASING CORPORATION, a Delaware corporation ("Banc One Leasing") (American and Banc One Leasing being sometimes referred to herein collectively, the "Secured Parties");

WITNESSETH:

WHEREAS, the Debtor has entered into a Reimbursement Agreement dated as of June 1, 2000 (the "Reimbursement Agreement"), with American pursuant to which American has issued the Letter of Credit (as defined in the Reimbursement Agreement) for the account of the Debtor; and

WHEREAS, the Debtor, as lessee, has entered into a Master Lease Agreement dated June 9, 1998, with Banc One Leasing, as lessor, under which Banc One Leasing has leased certain property to the Debtor pursuant to Lease Schedules entered into by Banc One Leasing and the Debtor in accordance with said Master Lease Agreement, which Lease Schedules are numbered 1000066475, 1000106380, 1000107885, 1000109695 and 1000111244 (the said Master Lease Agreement and Lease Schedules and all related documents being referred to herein collectively as the "Lease"); and

WHEREAS, the obligations of the Debtor under the Reimbursement Agreement and under the other "Account Party Agreements" (as defined in the Reimbursement Agreement), and the obligations of the Debtor under the Leases, are to be secured pursuant to this Agreement; and

WHEREAS, the Reimbursement Agreement, the other Account Party Agreements and the Leases are sometimes referred to herein collectively as the "Financing Documents");

NOW, THEREFORE, for and in consideration of the financial accommodations heretofore or hereafter extended by the Secured Parties to the Debtor under or in connection with the Financing Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. When used herein, (i) the terms defined above in this Agreement shall have the respective meanings set forth above; (ii) the terms Account, Account Debtor, Certificated Security, Chattel Paper, Commercial Tort Claim, Deposit Account, Document, Electronic Chattel Paper, Equipment, Financial Asset, Fixtures, Goods, Health-Care-Insurance Receivable, Inventory, Instrument, Investment Property, Letter of Credit Rights, Payment Intangibles, Proceeds, Security, Security Entitlement, Supporting Obligations and Uncertificated Security shall have the respective meanings assigned thereto in the UCC (as defined below); and (iii) the following terms shall have the following meanings (such definitions to be applicable to both the singular and plural forms of such terms):

"Assignee Deposit Account" - see Section 4.

"Collateral" means all property and rights of the Debtor in which a security interest is granted hereunder.

"Computer Hardware and Software" means all of the Debtor's rights (including rights as licensee and lessee) with respect to (i) computer and other electronic data processing hardware, including all integrated computer systems, central processing units, memory units, display terminals, printers, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories, peripheral devices and other related computer hardware; (ii) all software programs designed for use on the computers and electronic data processing hardware described in clause (i) above, including all operating system software, utilities and application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (iii) any firmware associated with any of the foregoing; and (iv) any documentation for hardware, software and firmware described in clauses (i), (ii) and (iii) above, including flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

"Default" means the occurrence of any event of default under any Financing Document, and the occurrence of an event or the existence of a condition which, with the passage of time or the giving of notice, or both, would constitute an event of default under any Financing Document.

"General Intangibles" means all of the Debtor's "general intangibles" as defined in the UCC and, in any event, includes (without limitation) all of the Debtor's trademarks, trade names, patents, copyrights, trade secrets, customer lists, inventions, designs, Software, software programs, mask works, goodwill, registrations, licenses, franchises, tax refund claims, guarantee claims, Payment Intangibles, security interests and rights to indemnification.

"Intellectual Property" means all past, present and future trade secrets and other proprietary information; trademarks, service marks, business names, Internet domain names, designs, logos, trade dress, slogans, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights (including copyrights for computer programs and software) and copyright registrations or applications for registrations which have heretofore been or may hereafter be issued throughout the world and all tangible property embodying the copyrights; unpatented inventions (whether or not patentable); patent applications and patents; industrial designs, industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

"Liabilities" means all obligations (monetary or otherwise) of the Debtor under any Financing Document or any other document or instrument executed in connection therewith, in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due.

"Non-Tangible Collateral" means, collectively, the Debtor's Accounts and General Intangibles.

"Organizational I.D. Number" means the organizational identification number assigned to the Debtor by the applicable governmental unit or agency of the jurisdiction of organization for the Debtor.

"Type of Organization" means the kind or type of entity of the Debtor, such as a corporation or limited liability company.

"UCC" means the Uniform Commercial Code as in effect in the State of Illinois on the date of this Agreement, as it may be amended or modified from time to time after July 1, 2001; provided, however, that, as used in Section 8 hereof, "UCC" shall mean the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

2. Grant of Security Interest. As security for the payment and performance of all Liabilities, the Debtor hereby assigns to the Secured Parties, and grants to the Secured Parties a continuing security interest in, all of the property of the Debtor whether now or hereafter existing or acquired, regardless of where located including, without limitation, all of the Debtor's:

- (a) Accounts, including Health-Care-Insurance Receivables;
- (b) Certificated Securities;
- (c) Chattel Paper, including Electronic Chattel Paper;
- (d) Computer Hardware and Software and all rights with respect thereto, including, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;
- (e) Commercial Tort Claims;
- (f) Deposit Accounts;
- (g) Documents;
- (h) Financial Assets;
- (i) General Intangibles;
- (j) Goods (including all of its Equipment, Fixtures and Inventory), and all embedded software, accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;
- (k) Instruments;
- (l) Intellectual Property;
- (m) Investment Property;

- (n) Letter of Credit Rights
- (o) money (of every jurisdiction whatsoever);
- (p) Security Entitlements;
- (q) Supporting Obligations;
- (r) Uncertificated Securities; and
- (s) to the extent not included in the foregoing, other personal property of any kind or description;

together with all books, records, writings, data bases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, and all Proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing; provided that to the extent that the provisions of any lease or license of Computer Hardware and Software or Intellectual Property expressly prohibit (which prohibition is enforceable under applicable law) the assignment thereof, and the grant of a security interest therein, the Secured Parties shall not enforce their security interest (other than in respect of the Proceeds thereof) for so long as such prohibition continues, it being understood that upon request of the Secured Parties, the Debtor shall in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of the Secured Parties (and to enforcement by the Secured Parties of such security interest) in the Debtor's rights under such lease or license; excluding, however, all interest of the Debtor in the capital stock of Whiting Equipment Canada, Inc.

3. Warranties. The Debtor warrants that: (i) no financing statement (other than any which may have been filed on behalf of a Secured Party or in connection with liens expressly permitted by the Financing Documents ("Permitted Liens")) covering any of the Collateral is on file in any public office; (ii) the Debtor is and will be the lawful owner of all Collateral, free of all liens, claims, security interests and encumbrances whatsoever, other than the security interest hereunder and Permitted Liens, with full power and authority to execute this Agreement and perform the Debtor's obligations hereunder, and to subject the Collateral to the security interest hereunder; (iii) all information with respect to Collateral and Account Debtors set forth in any schedule, certificate or other writing at any time heretofore or hereafter furnished by the Debtor to any Secured Party is and will be true and correct in all material respects as of the date furnished; (iv) the Debtor's chief executive office and principal place of business are as set forth on Schedule I hereto, except as shown on Schedule I hereto, the Debtor has not maintained its chief executive office and principal place of business at any other location at any time after five years prior to the date of this Agreement, and each other location where the Debtor maintains a place of business is also set forth on Schedule I hereto; (v) the Debtor is a corporation duly organized, validly existing and in good standing under the laws of the state set forth on Schedule II hereto and is a Type of Organization and its Organizational I.D. Number are as set forth on Schedule II; (vi) except as set forth on Schedule III hereto, the Debtor is not now known by, and during the five years preceding the date hereof has not previously been known by, any trade name; (vii) the Debtor's exact legal name is as set forth on the signature pages of this Agreement and except as set forth on Schedule III hereto, during the five years preceding the date hereof the Debtor has not been known by any different legal name nor has the Debtor been the subject of any merger or other corporate reorganization; (viii) Schedule IV hereto contains a complete listing of all of the Debtor's Intellectual Property which is subject to

registration statutes; (ix) the execution and delivery of this Agreement and the performance by the Debtor of its obligations hereunder are within the Debtor's corporate powers, have been duly authorized by all necessary corporate action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law or of the certificate of incorporation or bylaws of the Debtor or of any material agreement, indenture, instrument or other document, or any material judgment, order or decree, which is binding upon the Debtor; (x) this Agreement is a legal, valid and binding obligation of the Debtor, enforceable in accordance with its terms, except that the enforceability of this Agreement may be limited by bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law); and (xi) the Debtor is in compliance in all material respects with the requirements of all applicable laws (including the provisions of the Fair Labor Standards Act), rules, regulations and orders of every governmental authority; (xii) Schedule V hereto contains a complete listing of all of the Debtor's Instruments, Deposit Accounts, Investment Property, Letter-of-Credit Rights, Chattel Paper, Documents and Commercial Tort Claims; (xiii) except as set forth on Schedule VI hereto, the Debtor has no tangible Collateral located outside of the United States; (xiv) Schedule VII hereto contains a complete listing of the Debtor's tangible Collateral located with any bailee, warehousemen or other third parties; (xv) Schedule VIII hereto contains a complete listing of all of the Debtor's Collateral which is subject to certificate of title statutes; and (xvi) Schedule IX hereto contains a complete listing of all of the Debtor's Deposit Accounts and other bank accounts, including locations and applicable account numbers.

4. Collections. Until such time as the Secured Parties shall notify the Debtor of the revocation of such power and authority, the Debtor (i) may, in the ordinary course of its business, at its own expense, sell, lease or furnish under contracts of service any of the Inventory normally held by the Debtor for such purpose, use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by the Debtor for such purpose, and use, in the ordinary course of its business the cash proceeds of Collateral and other money which constitutes Collateral, (ii) shall, at its own expense, endeavor to collect, as and when due, all amounts due under any of the Non-Tangible Collateral, including the taking of such action with respect to such collection as the Secured Parties may reasonably request or, in the absence of such request, as the Debtor may deem advisable, and (iii) may grant, in the ordinary course of business, to any party obligated on any of the Non-Tangible Collateral, any rebate, refund or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of Goods, the sale or lease of which shall have given rise to such Non-Tangible Collateral. The Secured Parties, however, may, at any time that a Default exists, whether before or after any revocation of such power and authority or the maturity of any of the Liabilities, notify an Account Debtor or other Party obligated on Collateral to make payment or otherwise render performance to or for the benefit of the Secured Parties and enforce, by suit or otherwise the obligations of an Account Debtor or other Party obligated on Collateral and exercise the rights of the Debtor with respect to the obligation of the Account Debtor or other Party obligated on Collateral to make payment or otherwise render performance to the Debtor, and with respect to any property that secures the obligations of the Account Debtor or other Party obligated on the Collateral. In connection with exercise of such rights and remedies, the Secured Parties may surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon the request of the Secured Parties during the existence of a Default, the Debtor shall, at its own expense, notify any or all parties

obligated on any of the Non-Tangible Collateral to make payment to the Secured Parties of any amounts due or to become due thereunder.

Upon request by the Secured Parties during the existence of a Default, the Debtor shall forthwith, upon receipt, transmit and deliver to the Secured Parties, in the form received, all cash, checks, drafts and other instruments or writings for the payment of money (properly endorsed, where required, so that such items may be collected by the Secured Parties) which may be received by the Debtor at any time in full or partial payment or otherwise as proceeds of any of the Collateral. Except as the Secured Parties may otherwise consent in writing, any such items which may be so received by the Debtor shall not be commingled with any other of its funds or property, but shall be held separate and apart from its own funds or property and upon express trust for the Secured Parties until delivery is made to the Secured Parties. The Debtor shall comply with the terms and conditions of any consent given by the Secured Parties pursuant to the foregoing sentence.

During the existence of a Default, all items or amounts which are delivered by the Debtor to the Secured Parties on account of partial or full payment or otherwise as proceeds of any of the Collateral shall be deposited to the credit of a deposit account (each an "Assignee Deposit Account") of the Debtor with American (or another financial institution selected by the Secured Parties) over which the Secured Parties have sole dominion and control, as security for payment of the Liabilities. No Debtor shall have any right to withdraw any funds deposited in the applicable Assignee Deposit Account. The Secured Parties may, from time to time, in their discretion, and shall upon request of the Debtor made not more than once in any week, apply all or any of the then balance, representing collected funds, in the Assignee Deposit Account toward payment of the Liabilities, whether or not then due, in such order of application as the Secured Parties may determine, and the Secured Parties may, from time to time, in their discretion, release all or any of such balance to the Debtor.

The Secured Parties (or any designee of the Secured Parties) are authorized to endorse, in the name of the Debtor, any item, howsoever received by the Secured Parties, representing any payment on or other Proceeds of any of the Collateral.

5. Certificates, Schedules and Reports. The Debtor shall from time to time, as the Secured Parties may request, deliver to the Secured Parties such schedules, certificates and reports respecting all or any of the Collateral at the time subject to the security interest hereunder, and the items or amounts received by the Debtor in full or partial payment of any of the Collateral, as the Secured Parties may reasonably request. Any such schedule, certificate or report shall be executed by a duly authorized officer of the Debtor and shall be in such form and detail as the Secured Parties may specify. The Debtor shall immediately notify the Secured Parties of the occurrence of any event causing any loss or depreciation in the value of its Inventory or other Goods which is material to the Debtor taken as a whole, and such notice shall specify the amount of such loss or depreciation.

6. Agreements of the Debtor. The Debtor (i) at the request of the Secured Parties, at any time and from time to time, shall execute and deliver to the Secured Parties such financing statements, amendments and other documents and do such acts as the Secured Parties deem necessary in order to establish and maintain valid, attached and perfected first security interests in the Collateral in favor of the Secured Parties, free and clear of all liens and claims and rights of third parties whatsoever except Permitted Liens; (ii) hereby irrevocably authorizes the Secured Parties at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that (A) indicate the Collateral (1) as all

assets of the Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed, or (2) as being of an equal or lesser scope or with greater detail, and (B) contain any other information required by Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including (1) whether the Debtor is an organization, the Type of Organization and the Organization ID Number issued to the Debtor and (2) in the case of a financing statement filed as a fixture filing or indicating Collateral to be extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates; (iii) further ratifies and affirms its authorization for any financing statements and/or amendments thereto, filed by the Secured Parties in any jurisdiction prior to the date of this Agreement; (iv) shall keep all its Inventory at, and shall not maintain any place of business at any location other than, its address shown on Schedule I hereto or at such other addresses of which the Debtor shall have given the Secured Parties not less than 30 days' prior written notice; (v) shall keep its records concerning the Non-Tangible Collateral in such a manner as will enable the Secured Parties or their designees to determine at any time the status of the Non-Tangible Collateral; (vi) shall furnish the Secured Parties such information concerning the Debtor, the Collateral and the Account Debtors as the Secured Parties may from time to time reasonably request; (vii) shall permit the Secured Parties and their designees, from time to time, on reasonable notice and at reasonable times and intervals during normal business hours (or at any time without notice during the existence of a Default) to inspect the Debtor's Inventory and other Goods, and to inspect, audit and make copies of and extracts from all records and other papers in the possession of the Debtor pertaining to the Collateral and the Account Debtors, and shall, upon request of the Secured Parties during the existence of a Default, deliver to the Secured Parties all of such records and papers; (viii) shall, upon request of the Secured Parties, stamp on its records concerning the Collateral, and add on all Chattel Paper and Instruments constituting a portion of the Collateral, a notation, in form satisfactory to the Secured Parties, of the security interest of the Secured Parties hereunder; (ix) except for the sale or lease of Inventory in the ordinary course of its business and sales of Equipment which is no longer useful in its business or which is being replaced by similar Equipment, shall not sell, lease, assign or create or permit to exist any lien or encumbrance of any sort on any Collateral other than Permitted Liens; (x) shall at all times keep all of its Inventory and other Goods insured under policies maintained with reputable, financially sound insurance companies against loss, damage, theft and other risks to such extent as is customarily maintained by companies similarly situated, and cause all such policies to provide that loss thereunder shall be payable to the Secured Parties as their interest may appear (it being understood that (A) so long as no Default shall be existing, the Secured Parties shall deliver any proceeds of such insurance which may be received by it to the Debtor and (B) whenever a Default shall be existing, the Secured Parties may apply any proceeds of such insurance which may be received by them toward payment of the Liabilities, whether or not due, in such order of application as the Secured Parties may determine), and such policies or certificates thereof shall, if the Secured Parties so request, be deposited with or furnished to the Secured Parties; (xi) shall take such actions as are reasonably necessary to keep its Goods in good repair and condition; (xii) shall take such actions as are reasonably necessary to keep its Equipment in good repair and condition and in good working order, ordinary wear and tear excepted; (xiii) shall promptly pay when due all license fees, registration fees, taxes, assessments and other charges which may be levied upon or assessed against the ownership, operation, possession, maintenance or use of its Equipment and other Goods; (xiv) shall, upon request of the Secured Parties, cause to be noted on the applicable certificate, in the event any of its Equipment is covered by a certificate of title, the security interest of the Secured Parties in the Equipment covered thereby, and deliver all such certificates to the Secured Parties or their

designees; (xv) shall take all steps reasonably necessary to protect, preserve and maintain all of its rights in the Collateral; (xvi) except as listed on Schedule VI, shall keep all of the tangible Collateral in the United States; (xvii) promptly notify the Secured Parties in writing upon acquiring or otherwise obtaining any Collateral after the date hereof consisting of Deposit Accounts, Investment Property, Letter-of-Credit Rights or Electronic Chattel Paper and, upon the request of the Secured Parties, shall promptly execute such other documents, and do such other acts or things deemed appropriate by the Secured Parties to deliver to the Secured Parties control with respect to such Collateral; (xviii) promptly notify the Secured Parties in writing upon acquiring or otherwise obtaining any Collateral after the date hereof consisting of Documents or Instruments and, upon the request of the Secured Parties, shall promptly execute such other documents, and do such other acts or things deemed appropriate by the Secured Parties to deliver to the Secured Parties possession of such Documents which are negotiable and Instruments, and, with respect to nonnegotiable Documents, to have such nonnegotiable Documents issued in the name of the Secured Parties; (xix) with respect to Collateral in the possession of a third party, other than Certificated Securities and Goods covered by a Document, obtain an acknowledgment from the third party that it is holding the Collateral for benefit of the Secured Parties; (xx) promptly notify the Secured Parties in writing upon incurring or otherwise obtaining a Commercial Tort Claim after the date hereof against any third party, and, upon the request of the Secured Parties, shall promptly enter into an amendment to this Agreement, and do such other acts or things deemed appropriate by the Secured Parties to give the Secured Parties a security interest in such Commercial Tort Claim; (xxi) further agrees to take other action reasonably requested by the Secured Parties to insure the attachment, perfection and first priority of, and the ability of the Secured Parties to enforce, the security interests in any and all of the Collateral including, without limitation, (A) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC, to the extent, if any, that the Debtor's signature thereon is required therefor, (B) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Parties to enforce, the security interests in such Collateral, (C) obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor or other Party Obligated on Collateral, (D) obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Secured Parties, and (E) taking all actions required by the UCC in effect from time to time or by other law, as applicable in any relevant UCC jurisdiction, or by other law as applicable in any foreign jurisdiction; (xxii) shall not change its state of incorporation or organization or Type of Organization; and (xxiii) not change its legal name without providing the Secured Parties with at least 30 days' prior written notice.

Any expenses incurred in protecting, reserving or maintaining any Collateral shall be borne by Debtors. Except as otherwise expressly set forth in Section 2, whenever a Default shall be existing, the Secured Parties shall have the right to bring suit to enforce any or all of the Intellectual Property or licenses thereunder, in which event the Debtor shall at the request of the Secured Parties do any and all lawful acts and execute any and all proper documents required by the Secured Parties in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Secured Parties for all costs and expenses incurred by the Secured Parties in the exercise of their rights under this Section 6. Notwithstanding the foregoing, the Secured Parties shall have no obligation or liability regarding the Collateral or any thereof by reason of, or arising out of, this Agreement.

7. Default and Remedies upon a Default. (a) If a Default shall have occurred and be continuing, the Secured Parties may exercise any or all of the remedies available to them under this Agreement.

(b) Without limiting the generality of the foregoing, if a Default shall have occurred and be continuing, the Secured Parties may exercise all the rights of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) with respect to any Collateral and, in addition, the Secured Parties may, without being required to give any notice, except as herein provided or as may be required by mandatory provisions of law, withdraw all cash held in the Assignee Deposit Account and apply such cash as provided in Section 8 and, if there shall be no such cash or if such cash shall be insufficient to pay all the Liabilities in full, sell, lease, license or otherwise dispose of the Collateral or any part thereof. Notice of any such sale or other disposition shall be given to the Debtor as required in Section 9.

8. Application of Proceeds. (a) If a Default shall have occurred and be continuing, the Secured Parties may apply the proceeds of any sale or other disposition of all or any part of the Collateral, in the following order or priorities:

first, to pay the expenses of such sale or other disposition, including reasonable compensation to agents of and counsel for the Secured Parties, and all expenses, liabilities and advances incurred or made by the Secured Parties in connection with the Financing Documents;

second, to pay the unpaid principal of the Liabilities ratably, until payment in full of the principal of all Liabilities shall have been made;

third, to pay ratably all interest and all facility and other fees payable under the Financing Documents, until payment in full of all such interest and fees shall have been made;

fourth, to pay all other Liabilities ratably, until payment in full of all such other Liabilities shall have been made; and

finally, to pay to the Debtor, or as a court of competent jurisdiction may direct, any surplus then remaining from the proceeds of the Collateral.

9. Authority to Administer Collateral. The Debtor irrevocably appoints the Secured Parties its true and lawful attorney with full power of substitution, in the name of the Debtor, for the sole use and benefit of the Secured Parties, but at Debtors' expense, to the extent permitted by law, to exercise, at any time and from time to time while a Default shall have occurred and be continuing, all or any of the following powers with respect to all or any of the Collateral (to the extent necessary to pay the Liabilities in full):

(a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due upon or by virtue thereof;

(b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(c) to sell, lease, license or otherwise dispose of the same or the Proceeds thereof, as fully and effectually as if the Secured Parties were the absolute owner thereof, and

(d) to extend the time of payment of any or all thereof and to make any allowance or other adjustment with reference thereto.

Except in the case of Collateral that is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Parties shall give the Debtor at least 10 days' prior written notice of the time and place of any public sale thereof or the time after which any private sale or other intended disposition thereof will be made.

10. Limitation on Duty in Respect of Collateral. Beyond the exercise of reasonable care in the custody and preservation thereof, the Secured Parties shall have no duty as to any Collateral in their possession or control or in the possession or control of any sub-agent or bailee or any income therefrom or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Secured Parties shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in their possession or control if such Collateral is accorded treatment substantially equal to that which they accords their own property, and shall not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of any act or omission of any sub-agent or bailee selected by the Secured Parties in good faith or by reason of any act or omission by the Secured Parties pursuant to instructions from the Secured Parties, except to the extent that such liability arises from the gross negligence or willful misconduct of the Secured Parties.

To the extent that applicable law imposes duties on the Secured Parties to exercise remedies in a commercially reasonable manner, the Debtor acknowledges and agrees that it is not commercially unreasonable for the Secured Parties (i) to fail to incur expenses reasonably deemed significant by the Secured Parties to prepare Collateral for disposition or otherwise to complete raw material or work-in-process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral or to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other parties obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other parties obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other parties, whether or not in the same business as the Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, including, without limitation, any warranties of title, (xi) to purchase insurance of credit enhancements to insure the Secured Parties against risks of loss, collection or disposition of Collateral, or to provide to the Secured Parties a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Secured Parties, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Secured Parties in the collection or disposition of any of the

Collateral. The Debtor acknowledges that the purpose of this Section is to provide non-exhaustive indications of what actions or omissions by the Secured Parties would not be commercially unreasonable in the exercise of remedies by the Secured Parties against the Collateral and that other actions or omissions by the Secured Parties shall not be deemed commercially unreasonable solely on account of not being indicated in this Section. Without limitation upon the foregoing, nothing contained in this Section shall be construed to grant any right to a Debtor or to impose any duties on the Secured Parties that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section.

12. Other Security Interests. The Debtor has previously granted security interests to American in certain of the Collateral pursuant to the Reimbursement Agreement and the other Account Party Agreements. The security interests provided for in this Agreement are intended to be in addition to those granted in the Reimbursement Agreement and the other Account Party Agreements, and nothing contained in this Agreement shall be construed to adversely affect the creation, attachment, perfection, priority, validity or enforceability of such other security interests.

13. General. (a) Any notice from the Secured Parties to the Debtor, if mailed, shall be deemed given five days after the date mailed, postage prepaid, addressed to the Debtor either at the Debtor's address shown on Schedule I hereto or at such other address as the Debtor shall have specified in writing to the Secured Parties as their address for notices hereunder.

(b) The Debtor agrees to pay all expenses, including reasonable attorney's fees and charges (including time charges of attorneys who are employees of the any Secured Party) paid or incurred by any Secured Party in endeavoring to collect the Liabilities of the Debtor, or any part thereof, and in enforcing this Agreement against the Debtor, and such obligations will themselves be Liabilities.

(c) No delay on the part of the Secured Parties in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Secured Parties of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

(d) This Security Agreement shall remain in full force and effect until all Liabilities have been paid in full and all Commitments have terminated. If at any time all or any part of any payment theretofore applied by any Secured Party to any of the Liabilities is or must be rescinded or returned by such Secured Party for any reason whatsoever (including the insolvency, bankruptcy or reorganization of the Debtor), such Liabilities shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by such Secured Party, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by such Secured Party had not been made.

(e) This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(f) The rights and privileges of the Secured Parties hereunder shall inure to the benefit of their successors and assigns.

(g) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

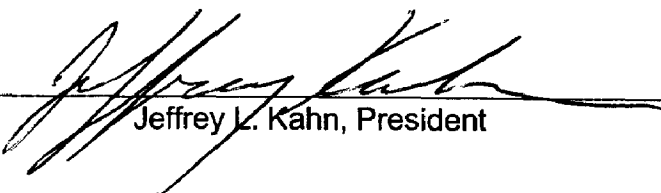
(h) ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE OPTION OF THE SECURED PARTIES, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE DEBTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, TO THE ADDRESS SET FORTH ON SCHEDULE I HERETO (OR SUCH OTHER ADDRESS AS IT SHALL HAVE SPECIFIED IN WRITING TO THE SECURED PARTIES AS THEIR ADDRESSES FOR NOTICES HEREUNDER) OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. THE DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(i) THE DEBTOR AND (BY ACCEPTING THE BENEFITS HEREOF) EACH SECURED PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY FINANCING DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]

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


WHITING CORPORATION

By 
Jeffrey L. Kahn, President

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO

By 
Title: **KEVIN L. GILLEN**
VICE PRESIDENT

BANC ONE LEASING CORPORATION

By 
Title: *Vice President*

SCHEDULE I

CHIEF EXECUTIVE OFFICES AND ADDRESSES OF DEBTOR

Whiting Corporation
26000 Whiting Way
Monee, Illinois 60449

SCHEDULE II

STATE OF INCORPORATION OR ORGANIZATION

Exact Legal Name; Whiting Corporation

State or Organization: Delaware

Type of Organization: Corporation

Organizational I.D. Number: 2022452

Place of Business (or, if more than one, the Chief Executive Office): 26000 Whiting Way
Monee, Illinois 60449

SCHEDULE IV
REGISTERED INTELLECTUAL PROPERTY

Whiting U.S. Trademark Reg. No. 2,016,872

Whiting Canadian Trademark No. 101,623

Ultra Drive U.S. Trademark No. 1,917,622

SCHEDULE III

TRADE NAMES, PRIOR LEGAL NAMES, ETC.

CURRENT TRADEMARKS: WHITING CORPORATION
ULTRA DRIVE

TRADEMARKS APPLIED FOR: W-CRANE

TRADE NAMES IN USE: SESA BRAKE - CRANE
ER2000 - CRANE
TIGER - CRANE
TIGER II - CRANE
FINGER TIP - LADLE
E-Z POUR - LADLE

SCHEDULE V

INSTRUMENTS, DEPOSIT ACCOUNTS, INVESTMENT PROPERTY,
LETTER-OF-CREDIT RIGHTS, CHATTEL PAPER,
DOCUMENTS AND COMMERCIAL TORT CLAIMS

Whiting Corporation - General Operating Account
American National Bank, A/C # 5330159679

Whiting Corporation - Illinois Development Finance Authority
Variable Rate Industrial Development Revenue Bonds,
Series 2000, Letter of Credit Account
American National Bank, A/C # 44482010

SCHEDULE VI

COLLATERAL NOT LOCATED IN THE UNITED STATES

NONE

SCHEDULE VII

COLLATERAL LOCATED WITH THIRD PARTIES

None, other than that from time to time Whiting Corporation may subcontract the fabrication of its equipment to a third party; the material and fabrication will be classified on Whiting's books as Work in Process Inventory.

SCHEDULE VIII

COLLATERAL SUBJECT TO CERTIFICATE OF TITLE STATUTES

1998 Dodge Caravan

SCHEDULE IX
LIST OF DEPOSIT ACCOUNTS

See Schedule V