PTO-1594
(5-93)
No. 0651-0011 (exp. 4/94)

REC 05-07-2003 SHEET 2

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102441740

To the Honorable Commissioner of Pat... attached original documents or copy thereof.

Name of conveying party(ies):

American Augers, Inc.

Individual(s) ☐ Association
General Partnership ☐ Limited Partnership
X Corporation-State DE
Other

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

Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: April 11, 2003

2. Name and address of receiving party(ies)

Name: Bank One, NA, as agent

Internal Address: Mail Code IL1-0631

Street Address: 1 Bank One Plaza

City: Chicago State: IL ZIP: 60670

☐ Individual(s) citizenship
☒ Association National 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....$ 140.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

05/06/2003 LMUELLER 00000172 2435544
01 FC:8521 40.00 DP
02 FC:8522 100.00 DP

DO NOT USE THIS SPACE

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.

Laura Konrath
Name of Person Signing

Signature

9/24/03
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

Continuation Item 4

SCHEDULE I
to
SUBSIDIARY TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARK#	TRADEMARK/SERVICE MARK NAME	1st ISSUE	EXPIRES	COMPANY	COUNTRY
2435544	"ES!LOK"	3/13/2001	3/13/2011	AA	USA
2336523	"River Rig Pedigree & design	3/28/2000	3/28/2010	AA	USA
1484016	"BORES HEAD"	4/12/1988	12/16/2006	AA	USA
TRADEMARKS	(SUPPLEMENTAL REGISTER)				
2191625	"American Augers"	9/22/1998	9/22/2008	AA	USA
1953809	"American Directional Drill"	1/30/1996	1/30/2006	AA	USA

(5)

SUBSIDIARY TRADEMARK SECURITY AGREEMENT

SUBSIDIARY TRADEMARK SECURITY AGREEMENT, dated as of April 11, 2003 (this "Subsidiary Trademark Security Agreement"), by AMERICAN AUGERS, INC., a Delaware corporation ("Grantor"), in favor of BANK ONE, NA, a national banking association, in its capacity as Collateral Agent for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor has entered into that certain Security Agreement, dated as of May 13, 2002 (the "Security Agreement"), by and among the Grantor, the Collateral Agent and the other Credit Parties, in order to induce the Banks to extend or maintain credit pursuant to the Credit Agreement and the Purchasers to maintain credit pursuant to the Note Purchase Agreements. Pursuant to Section 4.1.4 of the Security Agreement, the Grantor is required to deliver to the Collateral Agent all financing statements and other documents and take such other actions as may from time to time be requested by the Collateral Agent in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted the Collateral Agent a security interest in all of its property, including its trademarks. The Grantor is executing this Subsidiary Trademark Security Agreement in accordance with the requirements of the Security Agreement to permit the Collateral Agent to protect its security interest in the Grantor's trademarks, all of which constitute "Collateral" under the Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. For the purposes of the Subsidiary Trademark Security Agreement, the following terms shall have the following meanings:

"Trademark License" means rights under any written agreement now owned or hereafter acquired by any Credit Party granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter adopted or acquired by any Credit Party: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

All other capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants (and reaffirms its prior grant in the Security Agreement) to Collateral Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Subsidiary Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Subsidiary Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN AUGERS, INC.

By: _____

Name: F. McKamy Hall

Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BANK ONE, NA, as Collateral Agent

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTOR

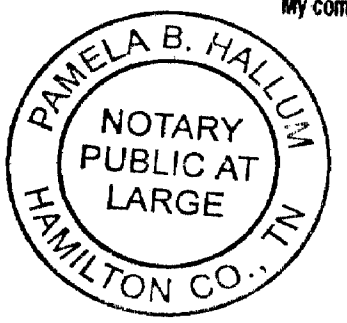
STATE OF TENNESSEE)
) ss.
COUNTY OF HAMILTON)

On this 11th day of April, 2003 before me personally appeared F. McKamy Hall, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of American Augers, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Pamela B. Hallum
Notary Public

My commission expires Oct. 23, 2005

{seal}



CHI:1192108.2

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RECORDED: 04/24/2003

TRADEMARK
REEL: 002726 FRAME: 0183