FORM PTO-1618A Exploy 063029 OUR 9651-0027		U.S. Department of Commercia Patent and Trademark Office TRADEMARK
BECORDA:		
70.0	TON FORM COVER SHEET EMARKS ONLY	
TO: The Commissioner of Patents and Trademark Submission Type	s: Please record the attached origin	ral document(s) or copyliant
New New	Conveyance type	_
Resubmission (Non-Recordation)	Assignment [License
Document ID #	Security Agreement	Nunc Pro Tunc Assignment
Correction of PTO Error Reel # Frame #	Merger	Month Day Year
Corrective Document	Change of Name	
Reel # Frame #	Other	
Conveying Party	Mark if additional names of conveying	parties attached Execution Date
Name Key Energy Services, Inc.		Month Day Year II 10 03
Formerly		
Individual General Partnership	Limited Partnership 🔻 Co	rporation Association
Other		rporation Association
Citizenship/State of Incorporation/Organiz		
Receiving Party		
	Mark if additional names of receiving	parties attached
- AND PARTY RALLOHAL ASSOC	ciation	
DBA/AKA/TA		24253
Composed of	· · · · · · · · · · · · · · · · · · ·	
Address (tine 1) One PNC Plaza - 2nd Floor		
Address (No. 2) 249 Fifth Avenue	-	
Address (line 3) Pittsburgh	Popular I	
Individual General Partnership	Pennsylvania State/Country	15222 Tip Code
		signment and the receiving party is
	A p	t domicised in the United States, an pointment of a domestic
x Other Bank		presentative should be attached. esignation must be a separate
Cltizenship/State of incorporation/Organiza	tion	cument from Assignment.)
FOR	OFFICE USE ONLY	
Public borden reporting for this collection of information in contrading to everage portracing the data recolled in complete the Cover theor. Send comments report D.C. 20231 and to the Office of information and Regulatory Affairs, Office of Many Information Collection Studyet Package 0034-0022, Palent and Tredomet. Adulp ADDRESS. Mail documents to be reconsidered.	special and Bedget, Paperwork Reduction Project (%)	51-4027), Westington, D.E. 20501. \$44 Offe
Mail documents to be recorde Commissioner of Patents and Tra	id with required cover sheet(s) infor idemarks, Box Assignments , Wash	mation to: ngton, D.C. 20231

FORM PTC Expires 05/10/29 Other 0551-0027		Page	2 2	į	U.S. Department of Commerce Frient and Trademark Office
Domestic I	Representative Nan	ne and Address			<u>TRADE</u> MARK
Name			Enter for the first	Receiving Party	only.
Address (line 1)					
Address (line 2)					
Address (line 3)					
Address (line 4)		<u> </u>			
Соггезропо	ent Name and Add	ress			
Name	Michael L. Dever	— Area Code and 1	elephone Number	412-562-1637	
Address (line 1)	Buchanan Ingerso				
Address (line 2)	301 Grant Street				
Address (line 3)	Pittsburgh, PA J				
Address (1604 4)					
Pages	Enter the total number	of pages of the attac	hed conveyance do	cument #	
Trademark A	pplication Number	(s) or Pegictrotian	No Contract		19
Enter either the	Trademark Application Number	ে or Negistration প or the Registration Numi	Number(s) [Mark If addition	rai numbers ettached
		nber(s)	Regist	ration Number(same property).
78/176,126	<u> </u>	78/176,123		Tador Namben	5)
78/176,124		78/176,485			
78/176,855					
Number of Pr	operties Enter the	total number of prop	erties Involved.	# 8	
Fee Amount	Fee Amou	int for Properties List		¢ [0]	
Method of I Deposit Acc	^p ayment: Er count	nclosed Depo	sit Account 🗷	\$ 215.00	
(Enter for pay	ment by deposit account or if	sdditional fees can be cha Deposit Account Nur	rged to the account.) nber:	# 02-4553	
<u>.</u> .		Authorization to char	ge additional fees:	Yes X	No 🗔
Statement and					
To the l attache Indicate	best of my knowledge and d copy is a true copy of the d herein.	i belief, the foregoing in he original document.(/	nformation is true and Sharges to deposit acc	correct and any count are authoriz	zed, as
Michael L.	<u></u>	m-07	Le auxa	who	2/03
Name of	Person Signing	Sign	ature	<u> </u>	<u> </u>

FORM PTO-1618C Expires 05/30/09 OMS 0551-0027	ANAN INGERSOLL 22 562 10 RECURDATION FORM COVER'S CONTINUATION TRADEMARKS ONLY	
Conveying Party Enter Additional Conveying Party		names of conveying parties attached Execution Date
Name <u>Dawson Prod</u>	uction Acquisition Corp.	Month Day Yaar 41 _10 _03
Individual Gener	al Partnership Limited Partnership	Corporation Association
		
Receiving Party		
Enter Additional Receiving Party Name	Mark if additional names o	f receiving parties attached
DBA/AKA/TA		
Composed of		
Address (line 1)		
Address (fine 2)		
Address (fine 3)		
r	ral Partnership Limited Partnership	if document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached
Other		(Designation must be a separate document from the Assignment.)
Citizenship/State of Incorpo		
Enter either the Trademark Application Enter either the Trademark Application	mber(s) or Registration Number(on Number or the Registration Number (DO NOT E)	S) Mark if additional numbers attached
Trademark Application	on Number(s)	Registration Number(s)
	_	

ΟV

FORM PTO-1618C CONTINUATION COVER SHEET CONTINUATION TRADEMARKS ONLY	U.S. Department of Commerce Partent and Trademark Office TRADEMARK
Conveying Party Enter Additional Conveying Party Mark if additional names of conveying parties a	Execution Date
Name Key Energy Drilling, Inc.	Month Day Year 11 10 03
Formerly]
Individual General Partnership Limited Partnership Corporation	Association
Other	
K Citizenship State of Incorporation/Organization Delaware	 _
Receiving Party Enter Additional Receiving Party Mark if additional names of receiving parties attached	
Name	
DBA/AKA/TA	
Composed of	
Address (line 1)	
Address (line 2)	
Address (line 3)	
Individual General Partnership Limited Partnership If document to	Zip Code o be recorded is an
assignment a not domicited	nd the receiving party is In the United States, an
Other (Designation)	should be attached
Citizenship/State of incorporation/Organization	m the Assignment)
Trademark Application Number(s) or Registration Number(s)	
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the	tional numbers attached
Trademark Application Number(s) Registration Numb	•
	
	<u> </u>
	<u> </u>
	<u> </u>

FORM P Explore 08/30/ OMB 0851-00:		CONT	FORM COVER SHE FINUATION IARKS ONLY	ET	U.S. Department of Commerce Peters and Trademark Office TRADEMARK
Conveyir Enter Addition	ng Party nai Conveying Party		X Mark if additional name	es of conveying parties	attached Execution Date Month Day Year
Name	Misr Key Ene	rgy Services, L	rc		11 10 03
Formerly					
Individ			Imited Partnership	Corporation	Association
Other	Limited li	ability company			
		oration/Organization	De laware		
Receiving Enter Addition] Party Ial Receiving Party	·	Sark if additional names of re	celving parties stached	
Nam	e				
DBA/AKA/TA	/				
Composed o	of		<u> </u>		
Address (line	1)				
Address (line	2)				
Address (tine	3)				
Individ	tual Gene	ral Partnership	Summership	· —	Ze code to be recorded is an
Corpora		· 	conted Partnership	assignment	and the receiving party is d in the United States, an
		ciation		eppointment representati	of a domestic
Other [(Designation document fo	nust be a separate on the Assignment)
		oration/Organization			
Trademark	Application Number of Trademark Application	imber(s) or Registed in Number or the Register	stration Number(s)	Mark If add	ditional numbers attached
Tra	demark Applicati	on Number(s)		Registration Num	· · · · · · · · · · · · · · · · · · ·
<u> </u>					
*					
]	<u> </u>		
		7	7	<u> </u>	<u> </u>
				<u> </u>	
<u></u>					

12 2003 13:14 FR BUCHANAN INGERS	OLL 22 562 1041 TO 2#015#: N FURM COVER SHEET	9170330659 P.22/64
I PORM PTO-1618C CO	NTINUATION MARKS ONLY	U.S. Department of Commerce Patent and Treferent Office TRADEMARK
Conveying Party Enter Additional Conveying Party	X Mark if additional names of conveying part	Execution Date
Name Well-Co Oil Service, Inc.		Month Day Year
Formerly		
Individual General Partnership	Limited Partnership 🔳 Corporation	Association
Other		
Citizenship State of incorporation/Organizatio	n <u>Nevada</u>	
Receiving Party Enter Additional Receiving Party	Mark if additional names of receiving parties attac	hed
Name		
DBA/AKA/TA		
Composed of		
Address (fine 1)		
Address (line 2)		
Address (line 3)		
Individual General Partnership	StateCountry Limited Partnership If docum	Ze Code ant to be recorded is an
Corporation Association	not domj •ppointæ	ent and the receiving party is clied in the United States, an lent of a domestic
Other	represent (Designal	tative should be attached Son must be a separate (from the Assignment.)
Citizenship/State of Incorporation/Organization	· · · · · · · · · · · · · · · · · · ·	
Trademark Application Number(s) or Re	gistration Number(s) Mark #	additional numbers attached
Enter either the Trademark Application Number of the Regi Trademark Application Number(s)	istration Number (DO NOT ENTER BOTH gumbers I	or the same property).
Application (duliper(s)	Registration No	Imber(s)

)Ų

2 2003 13:15 FR BUCHANAN INGERSON RECUKDATION CON	FURM COVER SHEET ITINUATION	U.S. Department of Community Patters and Trademark Office
Conveying Party	MARKS ONLY Mark if additional names of conveying parti	TRADEMARK
Enter Additional Conveying Party Name <u>Welltech Mid-Continent</u> , In		Month Day Year
Formerly		
Individual General Partnership	Limited Partnership 🗶 Corporation	Association
Other		
E Citizenship State of Incorporation/Organization Receiving Party	Tel avare	
Enter Additional Receiving Party Name	Mark If additional names of receiving parties attach	ned
DBA/AKA/TA		
Composed of		
Address (line 1)		
Address (time 2)		
Address (line 3)		
Individual General Partnership	Limited Partnership If docume	Zp Code ant to be recorded is an act and the receiving party is
Corporation Association	not domic appointm	illed in the United States, an ent of a domestic ative should be attached
Other	(Designati	ion must be a separate (from the Assignment)
Citizenship/State of Incorporation/Organization		
Trademark Application Number(s) or Register either the Trademark Application Number or the Register	istration Number(s) Mark if (additional numbers attached
Trademark Application Number(s)	Registration Nu	
<u></u>		
	<u> </u>	

ΙŲ

FORM PTO-1618C Explore 06/30/99 OMB 06/31-9027	RECORDATION FOR CONTINU TRADEMAR	JATION	ن	S. Department of Comphorps stant and Trademork Office TRADEMARK
Conveying Party Enter Additional Conveying Party	×	Mark If additional names o	f conveying parties at	Execution Data
Name <u>Dawson Produc</u>	tion Partners, L.	Ρ.		Month_Day Year 11 10 03
Formerly]
Individual General	Partnership X Limite	ed Partnership	Corporation	Association
Other				
Citizenship State of Incorpor	ration/Organization D	elaware		
Receiving Party Enter Additional Receiving Party	Mark H	additional names of receiv	ing parties ettached	
Name				
DBA/AKA/TA				
Composed of				
Address (line 1)				
Address (fine 2)	· <u> </u>		· · · · · · · · · · · · · · · · · · ·	
Address (tine 3)				
Individual Genera	al Partnership	State/County Ited Partnership	If document to	Zip Code be recorded is an
Corporation Assoc		·· / Willership	assignment an not domiciled appointment o	id the receiving party is in the United States, an f a domestic
Other	·		(Designation n	should be attached nust be a separate n the Assignment.)
Citizenship/State of Incorpor	ation/Organization		<u> </u>	
Trademark Application Nur	nber(s) or Registra	tion Number(s)	Mark If addit	Sonal numbers attached
Enter either the Trademark Application Trademark Application			BOTH pumbers for th	e same property).
		l ———Re	gistration Numb	er(s)
			<u> </u>	
	J []			
	"			

RECORDATION FORM COVER SHEET FORM PTO-1618C CONTINUATION CONTINUATION TRADEMARKS ONLY RECORDATION FORM COVER SHEET U.S. Department of Contributions Patient and Trademark Office TRADEMARK	٦
Conveying Party Enter Additional Conveying Party Mark it additional names of conveying parties attached Execution Date	
Name Unitrak Services, L.P. 11 10 03	7
Formerly	-^`
individual General Partnership Limited Partnership Corporation Association	
Other	
▼ Citizenship State of incorporation/Organization Texas	
Receiving Party Enter Additional Receiving Party Mark if additional names of receiving parties attached	
Name]
DBA/AKA/TA]
Composed of]
Address (fine 1)	7
Address (line 2)	1
Address (line 3)	1
City StateCountry	
Individual General Partnership Limited Partnership If document to be recorded is an	J
Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic	,
Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domicited in the United States, an	J
Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not demiciled in the United States, an appointment of a demestic representative should be attached (Designation must be a separate	,
Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not demiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Citizenship/State of incorporation/Organization Trademark Application Number(s) or Registration Number(s)	<u>]</u>
Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s)	<u> </u>
Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).	<u> </u>
Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).	<u> </u>
Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).]
Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).	<u>]</u>
Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).]
Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).]
Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).]

12 2003 13:16 FR BUCHA		2 562 1041 TO	2#015#91703	30659 P.32/6
PORM PTO-1618C Explore 66/30/09 CMS 0651-0027	ORDATION FORM CO CONTINUATION TRADEMARKS	אכ	Patent and 1	neet of Commerce (redemark Office DEMARK
Conveying Party Enter Additional Conveying Party	x Mark i	additional names of conve		Execution Date
Name Yale E. Key Ben	eficial, L.P.			— '——— 1
Formerly				
	rtnership 🗷 Limited Pa		oration #	ssociation
Other			· •]
Citizenship State of Incorporat	ion/Organization Texas			
Receiving Party Enter Additional Receiving Party	Mark if addit	Jonal names of receiving pa	arties attached	
Name				
DBA/AKA/TA				
Composed of				
Address (time 1)				
Address (fine 2)			- 0.1.01	
Address (line 3)		StaleCounty		Zio Coda
		i Partnership	If document to be r assignment and the not domicited in the appointment of a	receiving party is United States, an Iomestic
Corporation Associ			representative sho (Designation must document from the	uld be attached be a separate
Other				
Citizenship/State of incorpora		- Number(e)		
Trademark Application Nur Enter either the Trademark Application	nber(s) or Registration Number or the Registration Nu	mber (DO NOT ENTER BOT		il numbers attached me property).
Trademark Application	n Number(s)	Regis	tration Number(s)
1				

)Ų

FORM PTO-1618C Expires 05/30/99 ONE 0691-0027 CONVEYING Party Enter Additional Conveying Party Name AES Acquisition, L.P. Formerly General Partnership X Limited Partnership Corporation Association	
Name AES Acquisition, L.P. Formerly Accordation	
Name AES Acquisition, L.P. 11 10 0	,
Comparison According]
Corporation Association	
Individual General Partnership Limited Partnership Corporation Association	
Other	
Citizenship State of Incorporation/Organization Texas	
Receiving Party Enter Additional Receiving Party Mark if additional names of receiving parties attached	¬
Name	_
DBA/AKA/TA	
Composed of	\exists
Address (line 1)	
Address (line 3)	
City State/Country Zip Code Individual General Partnership Limited Partnership assignment and the receiving parts	· is
not domiciled in the United States, appointment of a domestic representative should be attached	
Other (Designation must be a separate document from the Assignment.)	
Citizenship/State of Incorporation/Organization	
Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).	hed
Trademark Application Number(s) Registration Number(s)	
	_
	<u> </u>

τŲ

12 2003 13:17 FR BUCHA		2 562 1041 TO	2#015#91703	30659 P.35∕6
FORM PTO-1618C Explays 06/30/99 04/80 0651-0027	CORDATION FORM C CONTINUATI TRADEMARKS	ON	Patent prof T	rest, of Commerce redomant Office DEMARK
Conveying Party Enter Additional Conveying Party	X Mark	if additional names of con		Execution Date
	eld Services, L.P.			1 10 03
Formerly				
Individual General P	artnership 🗷 Limited P	artnership Co	prporation A	ssociation
Other				<u> </u>
Citizenship State of Incorpora				
Receiving Party Enter Additional Receiving Party	Mark if add	itional names of receiving	parties ettached	···
Name			- <u>- </u>	
			<u> </u>	
Composed of				
Address (line 2)				
Individual General Corporation Associ	ation	stateCountry d Partnership	if document to be re assignment and the not domicited in the appointment of a d representative sho (Designation must document from the	o receiving party is o United States, an lomestic uid be attached be a reparate
Citizenship/State of Incorpo		an Number(s)		
Trademark Application Nu Enter either the Trademark Application	mber(s) or Registration on Number or the Registration No	umber (DO NOT ENTER B	OTH pumbers for the se	si numbers attached me property).
Trademark Application	on Number(s)	Re	gistration Number(5)
		<u> </u>		
		<u> </u>		
	╡╠══┤╽	· []		
			<u> </u>	

ΙŲ

				0330659 P.36/0
FORM PTO-1618C Expires 06/30/09 OMB 0651-0027	CONT	FORM COVER SHEET INUATION IARKS ONLY	Pated	operation of Commerce and Tradement Office RADEMARK
Conveying Party Enter Additional Conveying F	Party	K Mark if additional names of	conveying parties attack	ned Execution Date Month Pry Year
•		L.P.		11 10 03
Formerly				
[Individual	General Partnership 🔣	Limited Partnership	Corporation	Association
Other				
Citizenship State of	Incorporation/Organization	Texas		
Receiving Party Enter Additional Receiving P	arty	Mark if additional names of receiv	ring parties ettached	
Name	-		· -	
DBA/AKA/TA				
Composed of			····	
Address (line 1)			<u></u>	
Address (line 2)				
Address (fine 3)	City	StateCountry		Zip Code
Individual Corporation	General Partnership Association	Limited Partnership	assignment and not domiciled in appointment of representative (Designation m	should be attached ust be a separate
I [] ~~ []			document from	the Assignment)
Other				
Citizenship/State	of Incorporation/Organization			
Citizenship/State	of Incorporation/Organization		Mark if addit	ional numbers attached a same property).
Citizenship/State of Trademark Applications of the Trademark	of Incorporation/Organization	gistration Number(s)	Mark if addit R BOTH numbers for the	e same property).
Citizenship/State of Trademark Applications of the Trademark	of Incorporation/Organization Ition Number(s) or Reg of Application Number or the Reg	gistration Number(s)	ROTH numbers for the	e same property).
Citizenship/State of Trademark Applications of the Trademark	of Incorporation/Organization Ition Number(s) or Reg of Application Number or the Reg	gistration Number(s)	ROTH numbers for the	e same property).
Citizenship/State of Trademark Applications of the Trademark	of Incorporation/Organization Ition Number(s) or Reg of Application Number or the Reg	gistration Number(s)	ROTH numbers for the	e same property).
Citizenship/State of Trademark Applications of the Trademark	of Incorporation/Organization Ition Number(s) or Reg of Application Number or the Reg	gistration Number(s)	ROTH numbers for the	e same property).
Citizenship/State of Trademark Applications of the Trademark	of Incorporation/Organization Ition Number(s) or Reg of Application Number or the Reg	gistration Number(s)	ROTH numbers for the	e same property).
Citizenship/State of Trademark Applica	of Incorporation/Organization Ition Number(s) or Reg of Application Number or the Reg	gistration Number(s)	ROTH numbers for the	e same property).
Citizenship/State of Trademark Applications of the Trademark	of Incorporation/Organization Ition Number(s) or Reg of Application Number or the Reg	gistration Number(s)	ROTH numbers for the	e same property).

ЭŲ

12 2003 13:18 FR BL			2#015#917033	0659 P.37/0
FORM PTO-1618C Expline 05/20/99 OMB 9651-9027	RECORDATION FORM CONTINUAT TRADEMARKS	ION	Patent and To	est of Commerce element Office EMARK
Conveying Party Enter Additional Conveying Party	Mark X	k if additional names of co	•	Execution Data with Day Year
Name Q.V. Servic	10.00		11	10 03
Formetly				
Individual Gen	eral Partnership 🗶 Limited P	Partnership Co	prporation As	sociation
Other				
	moration/Organization Texas			
Receiving Party Enter Additional Receiving Party	Mark If add	fitional names of receiving	parties attached	
Name				
Composed of				
Address (line 1)				
Address (Ilne 2)				
Address (line 3)	City	State/Country	If document to be rea	Zip Code
Individual L G	eneral Partnership L Limite	ed Partnership	assignment and the	receiving party is
Corporation A	ssociation		appointment of a de representative shoul (Designation must b	d be attached
Other			document from the	
Citizenship/State of Inc	corporation/Organization			
Trademark Application	n Number(s) or Registrati dication Number or the Registration N	on Number(s)		numbers attached
	ication Number(s)		gistration Number(s)	
1		.		<u></u>

Ų

	2#015#9170330659 P.38/6
RECORDATION FORM COVER SHEET FORM PTO-1618C CONTINUATION Exprise 0820000 TRADEMARKS ONLY	U.S. Department of Commerce Faters and Tredemork Office TRADEMARK
Conveying Party Enter Additional Conveying Party Enter Additional Conveying Party	ying parties attached Execution Date
Name Brooks Well Servicing, LLC	11 10 03
Formerly	
Individual General Partnership Limited Partnership Corp	oration Association
Other Limited Liablity company	
Citizenship State of Incorporation/Organization	
Receiving Party Enter Additional Receiving Party Mark if additional names of receiving party	rties attached
Name	
DBA/AKA/TA	
Composed of	
Address (line 1)	
Address (0ne 2)	
Address (Ilne 3) City State/Country	Zio Code
	1 10 1
Individual General Partnership Limited Partnership	If document to be recorded is an assignment and the receiving party is not domicited in the United States, an
individual General Partnership Limited Partnership Corporation Association	assignment and the receiving party is not domicited in the United States, an appointment of a domestic representative should be attached
	assignment and the receiving party is not domiclied in the United States, an appointment of a domestic
Corporation Association	assignment and the receiving party is not domicited in the United States, an appointment of a domestic representative should be attached (Designation must be a separate
Corporation Association Other Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s)	assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Mark if additional numbers attached
Corporation Association Other Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOT	assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Mark if additional numbers attached pumbers for the same property).
Corporation Association Other Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOT	assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Mark if additional numbers attached
Corporation Association Other Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOT	assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Mark if additional numbers attached pumbers for the same property).
Corporation Association Other Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOT	assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Mark if additional numbers attached pumbers for the same property).
Corporation Association Other Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOT	assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Mark if additional numbers attached pumbers for the same property).
Corporation Association Other Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOT	assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Mark if additional numbers attached pumbers for the same property).
Corporation Association Other Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOT	assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Mark if additional numbers attached pumbers for the same property).
Corporation Association Other Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOT	assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) Mark if additional numbers attached pumbers for the same property).

πŪ

12 2003 13:18 FR BU			2#015#91703306	59 P.39/6
FORM PTO-1618C Expires 08/30/39 OMB 0051-0027	RECORDATION FORM (CONTINUAT TRADEMARKS	ION	U.S. Department of Patent and Tradem. TRADEMA	ark Office
Conveying Party Enter Additional Conveying Party		(if additional names of con		Day Year
Name <u>Key Energy</u>	Drilling, LLC			10 03
Formerly				
Individual Gene	eral Partnership Limited F	Partnership Cor	poration Assoc	ation
x Other Limited 1	iablity company			
Citizenship State of Inco	rporation/Organization Dela	ware		
Receiving Party Enter Additional Receiving Party	- 100 100	litional names of receiving	parties attached	
Name				
DBA/AKA/TA			.	
		. <u>-</u>		
Address (time 1)		<u> </u>		
Address (line 2)				
Address (tine 3)		StrieCountry		Code
Individual G	eneral Partnership Limit	ed Partnership	If document to be record	ed is an
	• ====		not domiciled in the Unit	ed States, an
Corporation A	ssociation		representative should be (Designation must be a s	attached
Other			document from the Assi	gnment)
Citizenship/State of Inc	porporation/Organization			
, —	Number(s) or Registrat	on Number(s)	Mark if additional num	bers attached
Enter either the Trademark App	dication Humber or the Registration N	lumber (DO NOT ENTER BO	OTH numbers for the same pa	operty).
	ication Number(s)		istration Number(s)	<u> </u>
				<u> </u>
				
		<u>- </u>		

12 2003 13	:19 FR BUCHANA			TO 2#015#917	0330659 <u>P.4</u> 2/6
FORM PTO-		RDATION FORM CONTINUA	COVER SHEET	u.s. b Petent	speriment of Commerce and Tredemark Office
Expires 05/30/99 ON/8 0651-0027	10160	TRADEMARK	SONLY	π	RADEMARK
Conveying l	Party Conveying Party	X Ma	rk if additional names of	conveying parties attact	ned Execution Date Month Day Year
Name Q	.V. Services, LI	.с			11 10 03
Formerly					
[Individual	General Part	nership Limited	Partnership	Corporation	Association
▼ Other	Limited liablit	у сомрану			<u></u>
	p State of Incorporation	n/Organization De	laware		
Receiving F Enter Additional F	'arty Receiving Party	Mark if a	Iditional names of receiv	ing parties attached	* *
Name			·		
DBA/AKA/TA					
Composed of					
Address (IIna 1)					
Address (iin- 2)					
Address (IIne 3)			Piste/Country		Zio Code
Individu			ted Partnership	assignment and not domicked in appointment of representative	be recorded is an I the receiving party is I the United States, an
Other				document from	the Assignment)
Citizensi	hip/State of Incorporati	on/Organization			
	Application Numb Trademark Application N				onal numbers attached same property).
Trac	demark Application I	Number(s)	,R	legistration Numbe	er(a)
]				
					
	•				

V

FORM PTO-1618C CONT	ORM COVER SHEET INUATION ARKS ONLY	U.S. Department of Commerce Patient and Trademark Office TRADEMARK
Conveying Party Enter Additional Conveying Party Name Unitrak Services, LLC	Mark if additional names of conveying pa	Execution Date Month Day Year 11 10 03
Formerly		
	imited Partnership Corporatio	n Association
Other Limited limiting company Citizenship State of Incorporation/Organization	Delaware	
Desching Books	Mark if additional names of receiving parties at	tached
Name		
DBA/AKA/TA		
Composed of		
Address (line 1)		
Address (line 2) Address (line 3)]
Individual General Partnership Corporation Association Other		Ze code cument to be recorded is an gnment and the receiving party is domiciled in the United States, an element of a domestic assentative should be attached elignation must be a separate ument from the Assignment.)
Citizenship/State of Incorporation/Organization		
Trademark Application Number(s) or Reg	gistration Number(s)	ark if additional numbers attached bers for the same property).
Trademark Application Number(s)	Registratio	n Number(s)

2 2003 13:19 FR BU	JCHANAN INGERSOLL 2:		2#015#917033	30659 P.44/6
FORM PTO-1618C Expires 06/30/99 OMB 0661-0027	RECORDATION FORM CONTINUAT	ION	Patent and	Treat of Commerce Violateant Office DEMARK
Conveying Party Enter Additional Conveying Part		k if additional names of co		Execution Date Month Day Year
Name Yale E. K	ey, LLC			11 10 03
Formerly				
Individual Ge	neral Partnership Limited I	Partnership C	orporation	Association
I Other Limited	liablity company			<u></u>
	corporation/Organization Delan			
Receiving Party Enter Additional Receiving Party	, Mark if ad	ditional names of receiving	parties attached	
Name	· · · · · · · · · · · · · · · · · · ·			
Composed of				
Address (fine 1)				
Address (Ilne 2)				
Individual Corporation Other	General Partnership Limite Association	EtataCountry ed Partnership		e receiving party is to United States, an domestic ould be attached I be a separate
!	ncorporation/Organization			
Trademark Application	on Number(s) or Registrati polication Number or the Registration N	on Number(s)		al numbers attached ane property).
Trademark Aps	nication Number(s)	Re	gistration Number	(s)
				<u> </u>
				. <u></u>
Ī				l.

12 2003 13:19 FR B			2#015#9170330659 P.45/
FORM PTO-1618C Explain 06/30/99 OMS 0651-0027	RECORDATION FORM CONTINUA TRADEMARKS	TION	U.S. Department of Commercia Private and Trademark Office TRADEMARK
Conveying Party Enter Additional Conveying Part		rk if additional names of co	Execution Date
	Mid-Continent, LLC		Month Day Year 11 10 03
Formerly			
	eneral Partnership Limited		orporation Association
	• • • • • • • • • • • • • • • • • • •	Factivership	N N N N N N N N N N N N N N N N N N N
	liablity company		
	corporation/Organization Dela	20/2170	
Receiving Party Enter Additional Receiving Part	y Mark If ac	dditional names of receiving	parties attached
Name			
Composed of			
Address (line 1)	· · ·		
Address (tine 2)		 -	
Address (IIm 3)			
Individual	General Partnership Limit	suwCounty ted Partnership	Zip Code If document to be recorded is an
			assignment and the receiving party is not domicited in the United States, an appointment of a domestic
Corporation	Association	<u></u>	representative should be stituched (Designation must be a separate
Other			document from the Assignment.)
Citizenship/State of	Incorporation/Organization		
Trademark Applicati	on Number(s) or Registrat	ion Number(s)	Mark if additional numbers attached
	Application Number or the Registration I		istration Number(s)
I rademark Ap	plication Number(s)		isuadon Namber(s)
		i [
 		L	
1		<u> </u>	

FOURTH AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Fourth Amended and Restated Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as November 10, 2003, is entered into by and among Key Energy Services, Inc., a Maryland corporation (the "Borrower"), each of the Guarantors party to the Credit Agreement listed on the signature pages attached hereto (each a "Debtor" and collectively the "Debtors") and PNC Bank, National Association, as Administrative Agent (in such capacity, the "Administrative Agent") for the benefit of itself, the other Lenders under the Credit Agreement referred to below and Affiliates of Lenders party to any Lender-Provided Hedges, Lender-Provided Letter of Credit Facility or who provide loans under the Credit Agreement ("Accommodating Affiliates").

Reference is made to the Second Amended and Restated Credit Agreement, dated as of June 6, 1997, as amended and restated through September 14, 1998, among the Borrower as the borrower, the banks and other financial institutions as the lenders, the Administrative Agent as administrative agent, Wells Fargo Bank, N.A. (f/k/a Norwest Bank Texas, N.A.), as collateral agent (the "Collateral Agent") and PNC Capital Markets, Inc., as arranger (as amended, restated, modified, waived and supplemented through July 14, 2002, the "Existing Credit Agreement").

WITNESSETH THAT:

WHEREAS, the obligations and all indebtedness of the Debtors under the Existing Credit Agreement are secured pursuant to that certain Amended and Restated Master Guarantee and Collateral Agreement, dated as of June 6, 1997, as amended and restated through September 14, 1998, among the Debtors and the Collateral Agent and given in connection with the Existing Credit Agreement (the "Existing Collateral Agreement");

WHEREAS, as of November 10, 2003, the obligations, liabilities and indebtedness of the Debtors under the Existing Credit Agreement have been refinanced and shall be governed by the Fourth Amended and Restated Credit Agreement, dated as of June 6, 1997, as amended and restated through November 10, 2003, by and among the Borrower, the Lenders from time to time party thereto, and the Administrative Agent (as restated, amended, modified, and supplemented from time to time, the "Credit Agreement") which has amended and restated the Existing Credit Agreement in its entirety;

WHEREAS, as of April 16, 2003, the Borrower, certain of its subsidiaries and the Administrative Agent entered into the Third Amended and Restated Patent Trademark and Copyright Security Agreement (the "Prior Agreement");

WHEREAS, the parties desire that certain liens and security interests which secured indebtedness, obligations, and liabilities of the Debtors under the Existing Credit Agreement and the documents related thereto shall continue to secure the indebtedness, obligations, and liabilities of the Debtors under the Credit Agreement, the other Loan Documents (as defined therein) and the documents ("Hedge Documents") relating to the Lender-Provided Hedges and,

accordingly, this Agreement when coupled with the Amended and Restated Pledge Agreement, the Amended and Restated Security Agreement and the Guaranty Agreement renews, amends, and restates the Existing Collateral Agreement;

WHEREAS, pursuant to the Credit Agreement, the Collateral Agent has (i) assigned certain of the UCC financing statements which were filed pursuant to the Existing Collateral Agreement to the Administrative Agent and (ii) assigned all filings that it has made with the United States Patent Office and the United States Copyright Office with respect to the Patents, Trademarks and Copyrights;

WHEREAS, subsequent to April 16, 2003, the Borrower has acquired certain additional patents and trademarks;

WHEREAS, as of the date hereof, the parties hereto desire to amend and restate the Prior Agreement in its entirety to reflect such additional patents and trademarks acquired by the Borrower; and

WHEREAS, pursuant to the Credit Agreement and the Hedge Documents, the Administrative Agent, the Lenders and their respective Accommodating Affiliates have agreed to continue to make certain loans and financial accommodations to or for the benefit of the Debtors and the Debtors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

- 1. The Existing Collateral Agreement is hereby amended and restated in part as provided herein (it is further amended and restated in part in (a) the Amended and Restated Pledge Agreement, (b) the Amended and Restated Security Agreement and (c) the Guaranty Agreement), and this Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties as restated hereby, novation, or, except as provided hereby, termination of the liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Existing Credit Agreement or the Existing Collateral Agreement. Each Debtor and the Administrative Agent acknowledge and agree that the Existing Collateral Agreement has continued to secure the indebtedness, loans, liabilities, expenses, and obligations under the Existing Credit Agreement since the date of execution of the Existing Collateral Agreement; and that this Agreement is entitled to all rights and benefits originally pertaining to the Existing Collateral Agreement except as amended hereby.
- 2. (a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

- "Patents, Trademarks and Copyrights" shall mean and include all of each **(b)** Debtor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by such Debtor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate. Notwithstanding the foregoing and anything to the contrary in this Agreement or in any other Loan Document, (a) the collateral under this Agreement shall not include any item of Debtor's property which is subject to a Permitted Lien to the extent that the loan documents governing such Permitted Lien prohibit the Debtors' from subjecting such property to a subordinated Lien and (b) unless an Event of Default exists and is continuing, the Administrative Agent shall not perfect its liens on the collateral covered by this Agreement which is located outside of the United States of America.
- "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Debtor to the Administrative Agent, the Lenders, or any of their respective Accommodating Affiliates under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Debtors to the Administrative Agent, the Lenders, or any of their respective Accommodating Affiliates, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Debtor with respect to any one or more Letters of Credit issued by Administrative Agent or any Lender; (iii) all reimbursement obligations of each and every Debtor arising out of any Lender-Provided Letter of Credit Facility provided by Administrative Agent or any Lender pursuant to the Credit Agreement; (iv) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Debtors to the Administrative Agent or any of the Lenders, or any of their respective Accommodating Affiliates, arising out of any Lender-Provided Hedge provided by the Administrative Agent, such Lenders or such Accommodating Affiliates pursuant to the Credit Agreement; and (v) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any

time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

- 3. To secure the full payment and performance of all Debt, each Debtor hereby grants, and conveys a security interest to Administrative Agent for the benefit of each of the Lenders, their Accommodating Affiliates and Administrative Agent, in the entire right, title and interest of such Debtor in and to all of its Patents, Trademarks and Copyrights.
 - 4 Each Debtor covenants and warrants that:
- (a) the Patents, Trademarks and Copyrights are subsisting in all material respects and no material Patent, Trademark and Copyright has been adjudged invalid or unenforceable, in whole or in part;
- (b) to the best of such Debtor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable in all material respects;
- (c) except as described on <u>Schedule B</u> hereto, each Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances other than Permitted Liens, including without limitation pledges, assignments, licenses, shop rights and covenants by such Debtor not to sue third persons;
- (d) such Debtor has the corporate, partnership or limited liability company power, as the case may be, and authority to enter into this Agreement and perform its terms;
- (e) to the knowledge of Debtor, no claim has been made to such Debtor or, to the knowledge of such Debtor, any other person that the use of any of the Patents, Trademarks and Copyrights does or would violate the rights of any third party in any material respect;
- (f) such Debtor has used, and will continue to use for the duration of this Agreement, in all material respects, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;
- (g) such Debtor will not change its state of incorporation, formation or organization, as applicable, except in accordance with Section 7.2.14 of the Credit Agreement;
- (h) such Debtor will not change its name except in accordance with Section 7.2.14 of the Credit Agreement; and
- (i) except as permitted in Sections 7.2.7 and 7.2.8 of the Credit Agreement or as otherwise permitted by the Administrative Agent or the Required Lenders, such Debtor shall

preserve its corporate, partnership or limited liability company existence, as the case may be, and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Debtor, or (ii) sell all or substantially all of its assets.

- 5. Each Debtor agrees that, until all of the Debt shall have been satisfied in full, such Debtor will not enter into any agreement (for example, a license agreement) which is inconsistent with such Debtor's obligations under the Credit Agreement, without Administrative Agent's prior written consent which shall not be unreasonably withheld or delayed except such Debtor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Debtor's products.
- 6. If, before the Debt shall have been indefeasibly satisfied in full and the Commitments have terminated, any Debtor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Debtor shall give to Administrative Agent prompt notice thereof in writing. Each Debtor and Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.
- Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing. Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to each Debtor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which Debtors may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Debtor. Written notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which notice each such Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of each Debtor, which right is hereby waived and released.

- If any Event of Default shall have occurred and be continuing, each Debtor hereby 8. authorizes and empowers Administrative Agent to make, constitute and appoint any officer or agent of Administrative Agent, as Administrative Agent may select in its exclusive discretion, as such Debtor's true and lawful attorney-in-fact, with the power to endorse such Debtor's name on all applications, documents, papers and instruments necessary for Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Debtor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Debtor; (ii) the Administrative Agent herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of such Debtor; and (iii) the Administrative Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Administrative Agent, the Lenders and their respective Affiliates. The Administrative Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Administrative Agent, the Lenders and their respective Affiliates. Each of the Debtors, the Administrative Agent and the Lenders (for themselves and on behalf of their respective Accommodating Affiliates) acknowledge, agree and consent that, in accordance with the legislative intent and as allowed by 20 Pa.C.S. § 5601(a), the provisions of 20 Pa.C.S. § 5601 shall NOT apply to this power of attorney or any of the powers granted herein.
- 9. (a) Upon indefeasible payment in full of the Debt, the expiration of all Commitments, Letters of Credit and Lender-Provided Hedges, and termination of the Credit Agreement, this Agreement shall terminate and be of no further force and effect, and the Administrative Agent shall thereupon promptly execute and deliver appropriate lien release documents requested by the Debtors and return to the Debtors such other documents delivered by the Debtors hereunder as may then be in the Administrative Agent's possession. Until such time, however, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (b) If any of the Patents, Trademarks and Copyrights shall be sold, transferred or otherwise disposed of by any Debtor in a transaction permitted by Section 7.2.8 of the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Debtor, shall execute and deliver to such Debtor all releases or other documents as may be required for the release of the Liens created hereby on such Patents, Trademarks and Copyrights.
- 10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related

to the Patents, Trademarks and Copyrights, shall be borne and paid by Debtors, jointly and severally, within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the default rate prescribed in the Credit Agreement.

- 11. Except to the extent such Debtor, in the exercise of its reasonable business judgment, may elect not to do so and where its failure to do so will not result in a Material Adverse Change, each Debtor shall have the duty to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement or thereafter until the Debt shall have been indefeasibly paid in full and the Commitments shall have terminated, to make application on unpatented but patentable inventions and to preserve and maintain all material rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by such Debtor. No Debtor shall abandon any material Patent, Trademark or Copyright without the consent of Administrative Agent, which shall not be unreasonably withheld or delayed.
- 12. Each Debtor shall have the right, with the consent of Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Administrative Agent, if necessary, as a party to such suit so long as Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Debtor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Administrative Agent as a result of such suit or joinder by such Debtor.
- 13. No course of dealing between any Debtor and Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14. All of Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.
- 15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.
- 16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

- 17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, <u>provided</u>, <u>however</u>, no Debtor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.
- 18. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.
- Pennsylvania State or Federal Court sitting in Pittsburgh, Pennsylvania, in any action or proceeding arising out of or relating to this Agreement, and Debtors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania State or Federal court. Each Debtor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.
- 20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Debtor acknowledges and agrees that a telecopy transmission to the Administrative Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Debtor shall constitute effective and binding execution and delivery hereof by such Debtor.
- 21. EXCEPT AS PROHIBITED BY LAW, EACH DEBTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.
- 22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 10.6 [Notices] of the Credit Agreement.
- Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Debtor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications such Debtor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, and (iv) to enforce the provisions hereof pursuant to which the such Debtor has appointed the Administrative Agent its attorney-in-fact, would be inadequate and that any such failure would not be adequately compensable in damages, such Debtor agrees that each such provision hereof may be specifically enforced.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written with the intention that this Agreement constitute a sealed instrument.

KEY ENERGY SERVICES, INC.

a and a

Name: Yack D. Lotts, Jr.
Title: Sr VP + General Counsel

BROOKS WELL SERVICING, INC. DAWSON PRODUCTION ACQUISITION CORP.* DAWSON PRODUCTION MANAGEMENT, INC. DAWSON PRODUCTION TAYLOR, INC.* KALKASKA OILFIELD SERVICES, INC. KEY ENERGY DRILLING, INC. KEY ENERGY SERVICES-CALIFORNIA, INC. KEY ENERGY SERVICES-SOUTH TEXAS, INC. KEY FOUR CORNERS, INC. KEY ROCKY MOUNTAIN, INC. MISR KEY ENERGY SERVICES, LLC O SERVICES, INC. Q.V. SERVICES, INC. UNITRAK SERVICES HOLDING, INC. WATSON OILFIELD SERVICE & SUPPLY, INC. WELL-CO OIL SERVICE, INC. WELLTECH EASTERN, INC. WELLTECH MID-CONTINENT, INC. YALE E. KEY, INC.

By: (SEAL)

Name: Uck D. Loftis, Jr.

Title: Vice President and Secretary of each corporation listed above unless otherwise

noted below

*Jack D. Loftis, Jr. is the Vice President and Assistant Secretary of this corporation.

BROOKS WELL SERVICING BENEFICIAL, L.P. by the sole general partner, Brooks Well

Servicing, Inc.

DAWSON PRODUCTION PARTNERS, L.P. by the sole general partner, Dawson Production Management, Inc.

KEY ENERGY DRILLING BENEFICIAL, L.P. by the sole general partner, Key Energy Drilling, Inc.

Q.V. SERVICES BENEFICIAL, L.P. by the sole general partner, Q.V. Services, Inc.

UNITRAK SERVICES, L.P.
by the sole general partner, Unitrak Services
Holding, Inc.

WELLTECH MID-CONTINENT BENEFICIAL, L.P.

by the sole general partner, WellTech Mid-Continent, Inc.

YALE E. KEY BENEFICIAL, L.P. by the sole general partner, Yale E. Key, Inc.

By: (SEAL)

Name: Jack D. Loftis, Jr.

Title: Vice President and Secretary of each corporate general partner listed above

AES ACQUISITION, L.P.

by the sole general partner, Q Oil & Gas Services, LLC

Q PRODUCTION SERVICES, L.P.

by the sole general partner, Q Oil & Gas Services, LLC

QUALITY OIL FIELD SERVICES, L.P.

by the sole general partner, Q Oil & Gas Services, LLC

QUALITY TUBULAR SERVICES, L.P.

by the sole general partner, Q Oil & Gas Services, LLC

Q.V. SERVICES OF TEXAS, L.P.

by the sole general partner, Q Oil & Gas Services, LLC

By:______

(SEAL)

Name:

Jack D. Loftis, Jr

Title:

Vice President and Secretary of

Q Services, Inc., the sole member of each

sole general partner listed above

BROOKS WELL SERVICING, LLC
KEY ENERGY DRILLING, LLC
Q ENERGY SERVICES, L.L.C.
Q OIL & GAS SERVICES, LLC
Q.V. SERVICES, LLC
UNITRAK SERVICES, LLC
YALE E. KEY, LLC
WELLTECH MID-CONTINENT, LLC

By: (SEAL)

Name: Vack D. Loftis, Jr.

Title: Manager of each limited liability company

listed above

[SIGNATURE PAGE 6 OF 6 TO FOURTH AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: Suchard Municipal Commence
Title: FIGHARD C. MUNSICK

SCHEDULE A TO

FOURTH AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

LIST OF REGISTERED PATENTS, TRADEMARKS, TRADE NAMES AND COPYRIGHTS

The Borrower owns various d/b/a's, tradenames, trademarks, service marks, software licenses, operating licenses and permits that it uses in the ordinary course of its business. In addition, the Borrower is currently developing various software programs for utilization in its data capture technology and other technology initiatives.

Patents

Oil Recovery Method

U. S. Patent No. 6,164,493; Issued 12/26/00

Oil Recovery System

U. S. Patent No. 6,168,054; Issued 01/02/01

AUTOMATED OIL RIG SERVICING SYSTEM (Patent No. 5,711,382 and 5,988,299)

Remotely Accessible Mobile Repair Unit For Wells

- U. S. Patent No. 6,079,490 (S/N 09/058,477): Issued 6/27/00
- Canadian S/N 2,238,998: Pending. Filed on 05/28/98

Oil Well Servicing System

- U.S. Patent No. 6,377,189 (S/N 09/281,864): Issued 4/23/02
- Canadian S/N 2,382,231; Pending. Filed on 04/15/02.

Torque-Turn System For A Three-Element Sucker Rod Joint

- U.S. Patent No. 6,212,763 (S/N 09/342,564): Issued 4/10/01
- Canadian S/N 2,360,238: Pending. Filed on 10/26/01.

Engine Speed Control For Hoist And Tongs

- U.S. Patent No. 6,276,449 (S/N 09/533,511): Issued 8/21/01
- Canadian S/N 2,360,235: Pending. Filed on 10/26/01.

Method Of Recording A Cross-Load On A Mobile Repair Unit For A Well

- U.S. Patent No. 6,241,020 (S/N 09/535,555): Issued 6/5/01
- Canadian S/N 2,238,998: Pending

Method of Ensuring That Well Tubing Was Properly Stretched

- U.S. Patent No. 6,209,639 (S/N 09/534,601): Issued 4/3/01
- Canadian S/N 2,238,998: Pending

Method Of Distinguishing Between Installing Different Sucker Rods

U.S. Patent No. 6,213,207 (S/N 09/535,239): Issued 4/10/01

Canadian S/N 2,238,998: Pending

Method Of Distinguishing The Raising And Lowering Of Tubing And Sucker Rods

- U.S. Patent No. 6,253,849 (S/N 09/534,599): Issued 7/3/01
- Canadian S/N 2,238,998: Pending

Sucker Rod Tool

- U.S. Patent No. 6,374,706 (S/N 09/768,551): Issued 4/23/02
- Canadian S/N 2,381,549: Pending. Filed on 04/12/02.

Method of Monitoring Pumping Operations of a Service Vehicle at a Well Site

U.S. Patent No. 6,578,634 (S/N 09/945,924); Issued 6/17/03

Patent Applications

Portable Memory Device for Mobile Workover Rig

U.S. Patent Application S/N 10/437,673 filed on 05/14/03

Method Of Managing a Well File Record at a Well Site

- U.S. Patent Application S/N 09/839,444 filed 4/23/01
- Canadian Application S/N 2,382,494 filed on 04/19/02

Method Of Managing Work Orders At A Well Site

- U.S. Patent Application S/N 09/839,080 filed 4/23/01
- Canadian S/N 2,382,490 filed on 04/19/02

Method of Managing Workers at a Well Site

- U.S. Patent Application S/N 09/839,411 filed 4/23/01
- Canadian Patent Application S/N 2,382,485 filed on 04/19/02

Servicing System for Wells

- U.S. Patent Application S/N 10,113,609 filed on 4/1/02
- Canadian S/N 2,391,914 filed on 06/25/02
- Venezulean S/N 518-03 filed on 04/01/03
- PCT \$/N PCT/U\$03/09722 filed on 03/28/03

Method of Managing Billing Information at A Well Site

- U.S. Patent Application S/N 09/839,103 filed 4/23/01
- Canadian S/N 2,382,486 filed on 04/19/02

Method of Monitoring Operations of Multiple Service Vehicles at a Well Site

- U.S. Patent Application S/N 09/838,857 field 4/23/01
- Canadian S/N 2,382,492 filed on 04/19/02

Tongs Monitor With Learning Mode

- U.S. Patent Application S/N 10/046,688 filed on October 19, 2001
- Canadian S/N 2,397,510 filed on 08/12/02.

Method of Monitoring Pumping Operations of a Service Vehicle at a Well Site

- U.S. Patent Application S/N 10/440,633 filed 5/19/03
- Canadian Patent Application S/N 2,382,630 filed on 04/19/02.

Engine Speed Limiter For a Hoist

U.S. Patent Application S/N 10,263,630 filed 10/3/02

Crown Out-Floor Out Device For a Well Service Rig

U.S. Provisional Patent Application S/N 60/428,506; filed 11/18/02

Warning Device to Prevent Clutch Burning on a Well Service Rig

U.S. Provisional Patent Application S/N 60/447,342; filed 2/14/03

Ergonomics Safety Warning Device and a Method to Prevent Clutch Burning on a Well Service Rig

U.S. Provisional Patent Application S/N 60/447, 343; filed 2/14/03

Inventory Counter for Oil & Gas Wells

U.S. Provisional Patent Application S/N 60/441,212; filed 1/21/03

Trademark Applications

Mark: KEY

U.S. Serial No. 78/176,126

Filed on 10-18-02

Use-based trademark application in International Classes 35, 37, 39, 40, and 42

Mark: KEY

U.S. Serial No. 78/176,124

Filed on 10-18-02

Intent-to-use trademark application in International Class 41

Mark: KEY

Russia Serial No. 2003718795

Filed on 09-29-03

Intent-to-use trademark application in International Classes 35, 37, 39, 40 and 42

Mark: KEY and Design

U.S. Serial No. 78/176,855

Filed on 10-22-02

Use-based trademark application in International Classes 35, 37, 39, 40, and 42

Mark: KEY and Design

U.S. Serial No. 78/176,852

Filed on 10-22-02

Intent-to-use trademark application in International Class 41

Mark: KEY and Design

Russia Serial No. 2003718800

Filed on 09-29-03

Intent-to-use trademark application in 35, 37, 39, 40 and 42

Mark: KEY ENERGY

U.S. Serial No. 78/176,466

Filed on 10-21-02

Use-based trademark application in International Classes 35, 37, 39, 40, and 42

Mark: KEY ENERGY

U.S. Serial No. 78/176,470

Filed on 10-21-02

Intent-to-use trademark application in International Class 41

Mark: KEY ENERGY SERVICES

U.S. Serial No. 78/176,528

Filed on 10-21-02

Use-based trademark application in International Classes 35, 37, 39, 40, and 42

Mark: KEY ENERGY SERVICES

U.S. Serial No. 78/176,483

Filed on 10-21-02

Intent-to-use trademark application in International Class 41

Mark: KEYVIEW

U.S. Serial No. 78/176,123

Filed on 10-18-02

Intent-to-use application in International Class 41

Mark: UNLOCK YOUR POTENTIAL

U.S. Serial No. 78/180,943

Filed on 11-01-02

Use-based trademark application in International Classes 35, 37, 39, 40, and 42

Mark: UNLOCK YOUR POTENTIAL

U.S. Serial No. 78/176,485

Filed on 10-21-02

Intent-to-use trademark application in International Class 41

Mark: UNLOCK YOUR POTENTIAL

Russia Serial No. 2003718794

Filed on 09-29-03

Intent-to-use trademark application in International Class 35, 37, 39, 40 & 42

SCHEDULE B TO FOURTH AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

LIST OF LIENS, CHARGES AND ENCUMBRANCES OTHER THAN PERMITTED LIENS

None.

Buchanan Ingersoll Professional Corporation

One Oxford Center, 20th Floor 301 Grant Street Pittsburgh, PA 15219-1410

Fax Number

Oxford Centre, 20th Floor: (412) 562-1041 441 Smithfield St.: (412) 391-0661

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

FAX COVER SHEET

Please deliver the following materials as soon as possible

No of Pages (Including cover sheet)

	Towns the following materials as soon	•	(Including cover sheet)
TO/COMP	ANY	Table State State State	WIPHONE
Assignment Division	_	FAX # 703-30	_
		PHONE #	
		FAX#	· · · · · · · · · · · · · · · · · · ·
		PHONE #	
		FAX#	
		PHONE #	
		FAX#	
		PHONE #	
		FAX#	
		PHONE #	
FROM: Vicki Cremonese	Telephone #: _412-562-8912		Date: 11/12/03
Additional Comments or Instructions:			
Return Originals to: Vicki Cremonese	Fi	oor No. 21B	
<u>1046 / 300916</u>			2041

IF YOU DO NOT RECEIVE THE DESIGNATED NUMBER OF PAGES, OR IF YOU EXPERIENCE ANY PROBLEM WITH THE TRANSMISSION OF THIS DOCUMENT, PLEASE CALL OUR FAX OPERATOR AT (412) 500 (412) 562-3893 (SMITHFIELD)

REEL: 002746 FRAME: 0076

Buchanan Ingersoll

Vicki J. Cremonese Legal Assistant 412 562 8912 cremonesevj@bipc.com One Oxford Centre 301 Grant Street, 20th Floor Pittsburgh, PA 15219-1410

T 417 562 8800 F 412 562 1041

www.buchananingersoll.com

November 12, 2003

<u>BY TELEFAX: 703-306-5995</u>

Director of the US Patent and Trademark Office P. O. Box 1450 Alexandria, Virginia 22313-1450

Recordation Form Cover Sheet - Trademarks Fourth Amended and Restated Patent, Trademark

and Copyright Security Agreement

Conveying Party: Key Energy Services, Inc. et al. Receiving Party: PNC Bank, National Association

Dear Sir/Madam:

Attached please find one (1) executed copy of the following documents for recordation:

- Recordation Form Cover Sheet Trademarks with duplicate copy from Key Energy Services, Inc. et al. to PNC Bank, National Association; and
- Copy of Fourth Amended and Restated Patent, Trademark and Copyright Security Agreement executed by Key Energy Services, Inc. et al. in favor of PNC Bank, National Association, as Administrative Agent.

Please debit our Deposit Account (Account No. 02-4553) in the amount of \$215.00 for the recordation fee. Please fax the confirmation of recordation of the attached Recordation Form Cover Sheet to Vicki Cremonese at fax number 412-562-1041.

If you have any questions or comments, please do not hesitate to contact me at the above referenced number. Thank you for your attention to this matter.

Very truly yours,

Vicki Cremonese Legal Assistant

vjc. Enclosure

l 			
FORM PTO-1618A		-	
OMB 0651-0027	1		U.S. Department of Commerce
	,		Patent and Trademark Office TRADEMARK
		1	
	RECORDATION		
TO: To	RECORDATION FO	RM COVER SHEE	T
Submission Type	ents and Trademarks: Please	KSONLY	ginal document(s) or copy(ies).
New New	Con	veyance Type	ginal document(s) or copy(ies).
		Assignment	
Resubmission (Non-F	Recordation)		License
Correction of PTO Error		Security Agreement	Nunc Pro Tunc Assignment
	me#[Merger	Effective Date Month Day Year
Corrective Document	<u> </u>	Change of Name	- ear Tear
Reel# Fran	ne#	Other	
Conveying Party			
Name Key Rooms	Mark If a	dditional names of convey)	ng parties attached
Mergy Se	ervices, Inc.		Execution Date Month Day Year
Formerly			
Individual General			
	Partnership [_] Limited	Partnership 🛣 C	orporation Association
Other			orporation Association
Receiving Party			
Receiving Party	Oration/Organization Ma	ryland	
·	Mark If ac	iditional names of receiving	Dadies
Name PNC Bank, No	ational Association		—————————
DBA/AKA/TA			
Composed of			
<u> </u>			
Address (line 1) One PNC Plaza	- 2nd Floor		
Address (line 2) 249 Fifth Ave			
Address (In a)	<u>aue</u>		
Address (line 1) Pittsburgh	Pennsy	ylvania	
	N	State/Country	15222
Corporation Associat		Partnership	focument to be recorded is an all focus and the recorded party is
	ion 	-,~	· goulding to the Collection
			pointment of a demestic Presentative should be attached.
Citizenship/State of incorpor	ation/Organization		signation must be a separate cument from Assignment.)
	FOR OFFICE USE		
	. on orrige 08E	ONLY	

Privite interior reporting for this collection of princendar to extract to exempt approximately 30 minutes per Cover Elect to be recorded, including time for nevironing the document and put for the original of the Collection and Registery Alexan, Office of intermedia regarding this burger entires to the U.S. Privat and Tradetack Office, Chief Information and Registery Alexan, Office of Management and Budget, Proportion Reduction Registery Processes, Chief Information Officer, Washington, D.C., 20603, East Section Registery Assessment Processes, National Conference of the Information and Registery Registery To Record Registery To Response to Registery To Record Registery To Record Registery To Response to Registery To Record Registery Re

Mail documents to be recorded with required cover cheet(e) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002746 FRAME: 0078

 					
FORM PTO Expires 06/30/09 OMD 0651-0027		Pag	e 2		U.S. Department of Commerce Patent and Trademark Office
Domestic F	Representative N	ame and Address			<u> </u>
Name			Enter for the first	Receiving Part	y only.
Address (fine 1)					
Address (line 2)					
Address (line 3)		-			
Address (line 4)					
Correspond	ent Name and Ad	ddress Assa Code and A			
Name	<u>Michael</u> L. Dev	_	Telephone Number	412-562-163 	7
Address (line 1)					
	Buchanan Inger	SOLIP_C			
Address (line 2)	301 Grant Street	et. 20th Floor		<u></u> .	
Address (line 3)	Pittsburgh, PA	15219			
Address (line 4)		<u> </u>			
Pages	Enter the total numb	er of pages of the attac	ched conveyance do	ocument	
				#	19
Enternal N	ьысалоп илир	er(s) or Registration	Number(s)	Mark Haddin	
	receivery Wholication Ma	Mber <u>or t</u> he Registration Num	ber (DO NOT ENTER BO	TH number to the	onal numbers attached
1 rade		umber(s)	Regiet	ration Number	³ S#Me property).
78/176,126		78/176,123		ration Nomber	(s)
78/176,124	78/176,466	78/176,485			
78/176,855	78/176,528				
Number of Pr	operties Enter t	he total number of prop			
Fee Amount	Fee Am	ount for Properties Lis	fed /37 CEO 2 /41	# 8	
Method of F Deposit Acc	'ayment: Count	Enclosed Dep	osit Account	\$ 215.00	
(Enter for paye	nent by deposit account o	or if additional fees can be ch			
		Deposit Account Nu	mber:	# 02-4553	
		Authorization to cha	irge additional fees:	Yes X	, r - 1
Statement and					No L
To the t attached indicate	est of my knowledge : I copy is a true copy o d herein.	and belief, the foregoing I f the original document	nformation is true and Charges to deposit ac	f correct and any count are author	ized, as
Michael L.		~n-0-0		/	- (-
Name of I	Person Signing	/ *(* / sin	<u>/イスペへ</u> nature	<u>_ </u>	2/03
			iarate		ate Signed

RECORDED: 11/12/2003