

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A-Z Terminal Corporation		10/30/2003	CORPORATION:
Capstar Driling, L.P.		10/30/2003	LIMITED PARTNERSHIP:
Capstar Drilling, GP, L.L.C.		10/30/2003	CORPORATION:
Capstar Drilling, LP, L.L.C.		10/30/2003	CORPORATION:
Crown Camp Services, Inc.		10/30/2003	CORPORATION:
General Marine Leasing, LLC		10/30/2003	CORPORATION:
HWC Energy Services, Inc.		10/30/2003	CORPORATION:
HWC Limited		10/30/2003	CORPORATION:
Hydraulic Well Control, LLC		10/30/2003	CORPORATION:
Oil States Industries, Inc.		10/30/2003	CORPORATION:
Oil States International, Inc.		10/30/2003	CORPORATION:
Oil States Management, Inc.		10/30/2003	CORPORATION:
Oil States Skagit SMATCO, LLC		10/30/2003	CORPORATION:
Sooner Holding Company		10/30/2003	COMPANY:
Sooner Inc.		10/30/2003	CORPORATION:
Sooner Pipe Inc.		10/30/2003	CORPORATION:
Specialty Rental Tools & Supply, L.P.		10/30/2003	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	Wells Fargo Bank of Texas
Street Address:	1000 Louisiana, 3rd Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Association, as U.S. Collateral Agent: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	517046	SKAGIT

CH \$190.00 517046

Registration Number:	1175815	UNITROL
Registration Number:	1212941	PLAT-GARD
Registration Number:	1279838	PLAT-GARD
Registration Number:	1711199	SMATCO
Registration Number:	1780035	ELASTA-FLEX
Registration Number:	1943569	SKAGIT

CORRESPONDENCE DATA

Fax Number: (713)437-5313
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (713) 221-1189
Email: kimberly.brown@bracepatt.com
Correspondent Name: Kimberly L. Brown
Address Line 1: P.O. Box 61389
Address Line 4: Houston, TEXAS 77208-1389

ATTORNEY DOCKET NUMBER:	088599.000001
NAME OF SUBMITTER:	Pam Clark

Total Attachments: 53
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U.S. SECURITY AGREEMENT (as supplemented from time to time, this "Agreement") dated as of October 30, 2003, among OIL STATES INTERNATIONAL, INC., a Delaware corporation (the "*U.S. Borrower*"), each Subsidiary of the U.S. Borrower listed on Schedule I hereto (each such Subsidiary individually a "*Guarantor*" and collectively, the "*Subsidiary Guarantors*"; the Guarantors and the U.S. Borrower are referred to collectively herein as the "*Grantors*") and WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION ("*Wells Fargo*"), as collateral agent (in such capacity, the "*U.S. Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of October 30, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the U.S. Borrower, PTI Group Inc., (the "*Canadian Borrower*" and, together with the U.S. Borrower, the "*Borrowers*"), the lenders from time to time party thereto (the "*Lenders*"), Wells Fargo, as administrative agent (in such capacity, the "*Administrative Agent*") U.S. Collateral Agent, and The Bank of Nova Scotia as administrative agent for the Canadian Lenders, and as Canadian Collateral Agent for the Canadian Lenders, (b) the U.S. Subsidiary Guarantee Agreement dated as of October 30, 2003 (as amended, supplemented or otherwise modified from time to time, the "*U.S. Subsidiary Guarantee Agreement*") among the Subsidiary Pledgors and the U.S. Collateral Agent and (c) the U.S. Borrower Guarantee Agreement dated as of October 30, 2003 (as amended, supplemented or otherwise modified from time to time, the "*U.S. Borrower Guarantee Agreement*" and, together with the U.S. Subsidiary Guarantee Agreement (the "*Guarantee Agreements*").

The Lenders have agreed to make Loans to the Borrowers, and the Issuing Banks have agreed to issue Letters of Credit for the account of the Borrowers, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The U.S. Subsidiary Guarantors have agreed to guarantee, among other things, all the obligations of the Borrowers under the Credit Agreement. The U.S. Borrower has agreed to guarantee, among other things, all the obligations of the Canadian Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrowers of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by either Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrowers to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrowers under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement

and the other Loan Documents and (d) the due and punctual payment and performance of all obligations of the Borrowers under each Hedging Agreement entered into with any counterparty that was a Lender (or an Affiliate of a Lender) at the time such Hedging Agreement was entered into (all the monetary and other obligations described in the preceding clauses (a) through (d) being referred to collectively as the "*Obligations*").

Accordingly, the Grantors and the U.S. Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01 *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. Except as otherwise specified herein, all references to the Uniform Commercial Code shall mean the Uniform Commercial Code as in effect from time to time in the State of Texas.

SECTION 1.02 *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

"*Account Debtor*" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"*Accounts*" shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by Chattel Paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"*Accounts Receivable*" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"*Chattel Paper*" shall mean (a) a writing or writings which evidence both a monetary obligation and a security interest in or a lease of specific Equipment and (b) all other property now or hereafter constituting "chattel paper" under the Uniform Commercial Code as in effect in the State of Texas or its equivalent in other jurisdictions, in each case that are now or hereafter owned by any Grantor.

"*Collateral*" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts, (g) Investment Property and (h) Proceeds.

"*Commodity Account*" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"*Commodity Contract*" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"*Commodity Customer*" shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"*Commodity Intermediary*" shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"*Copyright License*" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"*Copyrights*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"*Credit Agreement*" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"*Documents*" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"*Entitlement Holder*" shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8.501(b)(2) or (3) of the Uniform Commercial Code as in effect in the State of Texas, such person is the Entitlement Holder.

"*Equipment*" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor.

"Financial Asset" shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code as in effect in the State of Texas. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including rights and interests in partnerships, limited partnerships, limited liability companies and other entities (in each case to the extent not constituting Securities), corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

"Intellectual Property" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"Investment Property" shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts or Commodity Accounts and of any Grantor, whether now owned or hereafter acquired by any Grantor.

"License" shall mean any Patent License, Trademark License, Copyright License or other similar license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"*Obligations*" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"*Patent License*" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"*Patents*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"*Perfection Certificate*" shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officers and the chief legal officer of the U.S. Borrower.

"*Proceeds*" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"*Secured Parties*" shall mean (a) the Lenders, (b) the Administrative Agents, (c) the Collateral Agents, (d) the Issuing Banks, (e) each counterparty to a Hedging Agreement entered into with the Borrower if such counterparty was a Lender (or an Affiliate of a Lender) at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

"*Securities*" shall mean any obligation of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code as in effect in the State of Texas.

"*Securities Account*" shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"*Securities Intermediary*" shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains Securities Accounts for others and is acting in that capacity.

"*Security Entitlements*" shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

"*Security Interest*" shall have the meaning assigned to such term in Section 2.01.

"*Trademark License*" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"*Trademarks*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03 *Rules of Interpretation.* The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01 *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the U.S. Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the U.S. Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "*Security Interest*"). Without limiting the foregoing, the U.S. Collateral Agent is hereby authorized to file one or more financing statements, continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor

office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the U.S. Collateral Agent as secured party.

SECTION 2.02 *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the U.S. Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the U.S. Collateral Agent and the Secured Parties that:

SECTION 3.01 *Title and Authority.* Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the U.S. Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

SECTION 3.02 *Filings.* (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete in all material respects. Fully executed Uniform Commercial Code financing statements in all material respects or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the U.S. Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the U.S. Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions in accordance with the terms of the Credit Agreement, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) Fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property as of the Closing Date with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the U.S. Collateral Agent for recording by the United States

Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. ' 261, 15 U.S.C. ' 1060 or 17 U.S.C. ' 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the U.S. Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03 *Validity of Security Interest.* The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code as in effect in the State of Texas or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04 *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under any Uniform Commercial Code as in effect in any State or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

ARTICLE IV

Covenants

SECTION 4.01 *Maintain Records.* Each Grantor agrees to keep proper books of record and account in which full, true and correct entries are (a) in conformity with GAAP and all requirements of law are made of all dealings and transactions in relation to its business and activities and (b) complete and accurate with respect to the Collateral owned by it as is consistent

with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged. Each Grantor will, and will cause each Subsidiary to, permit any representatives designated by the Agents or any Lender to visit and inspect the financial records and the properties of the Borrowers or any Subsidiary at reasonable times and as often as reasonably requested and to make extracts from and copies of such financial records, and permit any representatives designated by the Agents or any Lender to discuss the affairs, finances and condition of the Borrowers or any Subsidiary with the officers thereof and independent accountants therefor.

SECTION 4.02 *Protection of Security.* Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the U.S. Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.03 *Further Assurances.* Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the U.S. Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith. If an amount in excess of U.S.\$100,000 payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be pledged and delivered to the U.S. Collateral Agent within 10 days, duly endorsed in a manner satisfactory to the U.S. Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the U.S. Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided, however*, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the U.S. Collateral Agent of the specific identification of such Collateral, to advise the U.S. Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct in all material respects with respect to such Collateral within 30 days after the date it has been notified by the U.S. Collateral Agent of the specific identification of such Collateral.

SECTION 4.04 *Inspection and Verification.* The U.S. Collateral Agent and such persons as the U.S. Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the

case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The U.S. Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.16).

SECTION 4.05 *Taxes; Encumbrances.* At its option, the U.S. Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral that are not being contested pursuant to Section 5.03 of the Credit Agreement or that are not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the U.S. Collateral Agent on demand for any payment made or any expense incurred by the U.S. Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.05 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the U.S. Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.06 *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the U.S. Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.07 *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the U.S. Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest.

SECTION 4.08 *Limitation on Modification of Accounts.* None of the Grantors will, without the U.S. Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent

with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.09 *Insurance.* The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.02 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the U.S. Collateral Agent (and all officers, employees or agents designated by the U.S. Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the U.S. Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the U.S. Collateral Agent deems advisable. All sums disbursed by the U.S. Collateral Agent in connection with this Section 4.9, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the U.S. Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.10 *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws except where the failure could not reasonably be expected to have a Material Adverse Effect.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law except where the failure could not reasonably be expected to have a Material Adverse Effect and (iii) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws in such a manner that does not cause a Material Adverse Effect.

(d) Each Grantor shall notify the U.S. Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any material adverse

determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the U.S. Collateral Agent, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

(f) Upon request of the U.S. Collateral Agent, the Grantor shall execute and deliver any and all agreements, instruments, documents and papers as the U.S. Collateral Agent may request to evidence the U.S. Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the U.S. Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(g) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(h) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the U.S. Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and/or take such other actions as are appropriate under the circumstances to protect such Collateral.

(i) Upon and during the continuance of an Event of Default and at the request of the U.S. Collateral Agent, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the U.S. Collateral Agent or its designee.

ARTICLE V

Power of Attorney

Each Grantor irrevocably makes, constitutes and appoints the U.S. Collateral Agent (and all officers, employees or agents designated by the U.S. Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the U.S. Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the U.S. Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the U.S. Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the U.S. Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the U.S. Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the U.S. Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the U.S. Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the U.S. Collateral Agent or any Secured Party. **It is understood and agreed that the appointment of the U.S. Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable.** The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the U.S. Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the U.S. Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise. The U.S. Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct.

ARTICLE VI

Remedies

SECTION 6.01 *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the U.S. Collateral Agent on demand, and it is agreed that the U.S. Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the U.S. Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the U.S. Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) to the extent permitted by applicable laws, with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code as in effect in the State of Texas or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the U.S. Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the U.S. Collateral Agent shall deem appropriate. The U.S. Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the U.S. Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The U.S. Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of the Uniform Commercial Code as in effect in the State of Texas or its equivalent in other jurisdictions) of the U.S. Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the U.S. Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the U.S. Collateral Agent may (in its sole and absolute discretion) determine. The U.S. Collateral Agent shall not be obligated to make any sale of any

Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The U.S. Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the U.S. Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the U.S. Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the U.S. Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the U.S. Collateral Agent shall have entered into such an agreement, all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the U.S. Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02 *Application of Proceeds.* The U.S. Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Agents (in their capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agents hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment of all accrued interest constituting part of the Obligations (the amounts so applied to be distributed ratably among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution);

THIRD, to the payment of any then due and owing principal and other amounts (including fees and expenses) constituting part of the Obligations (the amounts so applied to be distributed ratably among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

FOURTH, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The U.S. Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement and the Credit Agreement. Upon any sale of the Collateral by the U.S. Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the U.S. Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the U.S. Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03 *Grant of License to Use Intellectual Property.* For the purpose of enabling the U.S. Collateral Agent to exercise rights and remedies under this Article at such time as the U.S. Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the U.S. Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the U.S. Collateral Agent shall be exercised, at the option of the U.S. Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the U.S. Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01 *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Guarantor shall be given to it at its address or telecopy number set forth on Schedule I, with a copy to the U.S. Borrower.

SECTION 7.02 *Security Interest Absolute.* All rights of the U.S. Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time,

manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03 *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04 *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the U.S. Collateral Agent and a counterpart hereof shall have been executed on behalf of the U.S. Collateral Agent, and thereafter shall be binding upon such Grantor and the U.S. Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the U.S. Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement, the Credit Agreement or the other Loan Documents. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05 *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the U.S. Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06 *U.S. Collateral Agent's Fees and Expenses; Indemnification.* (a) Each Grantor jointly and severally agrees to pay upon demand to the U.S. Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the U.S. Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the U.S. Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the U.S. Collateral Agent and

the other Indemnitees (as defined in Section 9.05(b) of the Credit Agreement) against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel but excluding any such loss, claim, damage, liability or expense resulting from a claim or proceeding brought by a Lender against any other Lender (other than any Agent in its capacity as such), incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the U.S. Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07 GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

SECTION 7.08 *Waivers; Amendment.* (a) No failure or delay of the U.S. Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the U.S. Collateral Agent hereunder and of the U.S. Collateral Agent and the other Secured Parties under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the U.S. Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.08 of the Credit Agreement.

SECTION 7.09 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10 *Severability.* In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12 *Headings.* Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13 *Jurisdiction; Consent to Service of Process.* (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any Texas State court or Federal court of the United States of America sitting in Harris County, Texas, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Texas State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the U.S. Collateral Agent, the Administrative Agent, the Issuing Banks or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any Texas State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14 *Termination.* This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full, the Lenders have no further commitment to lend, the Aggregate L/C Exposure has been reduced to zero and the Issuing Banks have no further commitment to issue Letters of Credit under the Credit Agreement, at which time the U.S. Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the U.S. Collateral Agent. A Grantor (other than the U.S. Borrower) shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released in the event that all the capital stock of such Grantor shall be sold, transferred or otherwise disposed of to a person that is not a Subsidiary of the U.S. Borrower in accordance with the terms of the Credit Agreement; *provided* that the Required Lenders shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

SECTION 7.15 *Additional Grantors.* Pursuant to Section 5.09 of the Credit Agreement, each Domestic Subsidiary of the U.S. Borrower (other than any Inactive Subsidiary) that was not in existence on the date of the Credit Agreement or that ceases to be an Inactive Subsidiary after the date of this Agreement is required to enter into this Agreement as a Subsidiary Grantor upon becoming a Subsidiary (or ceasing to be an Inactive Subsidiary). Upon execution and delivery after the date hereof by the U.S. Collateral Agent and such Domestic Subsidiary of an instrument in the form of Annex 2 hereto, such Domestic Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any instrument adding an additional Grantor as a party to this Agreement shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

SECTION 7.16 *Fraudulent Conveyance.* Notwithstanding anything contained herein to the contrary, it is the intention of each Grantor, the U.S. Collateral Agent and the other Secured Parties that the amount of the Obligation secured by each Grantor's interests in any of its real or personal property shall be in, but not in excess of, the maximum amount permitted by

fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any Governmental Authority applicable to such Grantor. Accordingly, notwithstanding anything to the contrary contained in this Agreement in any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by each Grantor's interests in any of its real or personal property pursuant to this Agreement shall be limited to an aggregate amount equal to the largest amount that would not render such Grantor's obligations hereunder or the liens and security interest granted to the U.S. Collateral Agent hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other applicable Insolvency Law or other law, rule or regulation of any Governmental Authority.

[Remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OIL STATES INTERNATIONAL, INC.

By: Cindy B. Taylor
Cindy B. Taylor, Senior Vice President and
Chief Financial Officer

A - Z TERMINAL CORPORATION
GENERAL MARINE LEASING, LLC
HWC ENERGY SERVICES, INC.
HWC LIMITED
HYDRAULIC WELL CONTROL, LLC
OIL STATES MANAGEMENT, INC.
SOONER HOLDING COMPANY
SOONER INC.
SOONER PIPE INC.

~~CAPSTAR DRILLING, L.P.~~

~~By: HWC Energy Services, Inc.
its general partner~~

CAPSTAR DRILLING, GP, L.L.C.

By: HWC Energy Services, Inc.
its sole member

~~SPECIALTY RENTAL TOOLS & SUPPLY, L.P.~~

~~By: HWC Energy Services, Inc.
its general partner~~

Each by: Cindy B. Taylor
Cindy B. Taylor, Senior Vice President

OIL STATES SKAGIT SMATCO, LLC
OIL STATES INDUSTRIES, INC.

Each by: Robert W. Hampton
Robert W. Hampton, Vice President and
Assistant Secretary

CAPSTAR DRILLING, LP, L.L.C.

By: _____
Gilbert B. Warren, President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OIL STATES INTERNATIONAL, INC.

By: _____
Cindy B. Taylor, Senior Vice President and
Chief Financial Officer

A - Z TERMINAL CORPORATION
GENERAL MARINE LEASING, LLC
HWC ENERGY SERVICES, INC.
HWC LIMITED
HYDRAULIC WELL CONTROL, LLC
OIL STATES MANAGEMENT, INC.
SOONER HOLDING COMPANY
SOONER INC.
SOONER PIPE INC.

~~CAPSTAR DRILLING, L.P.~~
By: ~~HWC Energy Services, Inc.~~
~~its general partner~~

CAPSTAR DRILLING, GP, L.L.C.
By: HWC Energy Services, Inc.
its sole member

~~SPECIALTY RENTAL TOOLS & SUPPLY, L.P.~~
By: ~~HWC Energy Services, Inc.~~
~~its general partner~~

Each by: _____
Cindy B. Taylor, Senior Vice President

OIL STATES SKAGIT SMATCO, LLC
OIL STATES INDUSTRIES, INC.

Each by: _____
Robert W. Hampton, Vice President and
Assistant Secretary

CAPSTAR DRILLING, LP, L.L.C.

By: *Robert W. Hampton*
Gilbert B. Warren, President

CAPSTAR DRILLING, L.P.

By: Capstar Drilling GP, L.L.C., its general partner
By: HWC Energy Services, Inc., its sole member

SPECIALTY RENTAL TOOLS & SUPPLY, L.P.

By: Capstar Drilling GP, L.L.C., its general partner
By: HWC Energy Services, Inc., its sole member

Each by: *Cindy B. Taylor*
Cindy B. Taylor, Senior Vice President

CROWN CAMP SERVICES, INC.

By: 
Mark Menard, Chief Financial Officer and Treasurer

WELLS FARGO BANK TEXAS, NATIONAL
ASSOCIATION, as U.S. Collateral Agent,

By: _____
Name: _____
Title: _____

CROWN CAMP SERVICES, INC.

By: _____
Mark Menard, Chief Financial Officer and Treasurer

WELLS FARGO BANK TEXAS, NATIONAL
ASSOCIATION, as U.S. Collateral Agent,

By: Eric R. Hollingsworth
Name: Eric R. Hollingsworth
Title: Vice President

SCHEDULE I

GUARANTORS

A - Z Terminal Corporation
Capstar Drilling, L.P.
Capstar Drilling, GP, L.L.C.
Capstar Drilling, LP, L.L.C.
Crown Camp Services, Inc.
General Marine Leasing, LLC
HWC Energy Services, Inc.
HWC Limited
Hydraulic Well Control, LLC
Oil States Industries, Inc.
Oil States Management, Inc.
Oil States Skagit SMATCO, LLC
Sooner Holding Company
Sooner Inc.
Sooner Pipe Inc.
Specialty Rental Tools & Supply, L.P.

SCHEDULE II

COPYRIGHTS

None.

SCHEDULE III

LICENSES

None.

SCHEDULE IV

PATENTS

U.S. Patent Registrations

<u>Title</u>	<u>No.</u>	<u>Date</u>	<u>Inventor</u>	<u>Expires</u>
<u>SPECIALTY RENTAL TOOLS & SUPPLY, L.P.</u>				
Top Entry Sub Agreement	5,284,210	02-08-94	Holmes & Bleifeld	
Top Entry Apparatus and Method for a Drilling Assembly	5,735,351	04-07-98	Holmes	
<u>OIL STATES INDUSTRIES, INC.</u>				
Third Gen Forging Tool Connection of Tubulars	4,608,739			3-21-04
BIMS-TAP Tee Pipeline Connector for Connecting a Branch Pipe to a Carrier Pipe	5,590,913			4-26-15
Tapping Connector Tapping Connector and Method of Using Same	App No. 08/963,812			Granted 9/8/03
Remote Articulating Connector Remote Articulated Connector	6,305,720			10-23-19
Remote Articulating Connector CIP Remote Articulated Connector	CIP App No. 10/067,095 (co-pendant on 6,305,7820)			
Sensing Valve for Automatic Shutoff when a Substance is Present in a Flow of Fluid	5,960,811	10-05-99	Partridge	09-02-18
Rotating Porch for Sled	6,142,708	11-07-00	Tarlton, et al	05-19-19
Gripper Device for Column Supported Structures	4,934,869	06-19-90	Brandon & Kovar	09-19-09
Apparatus for Leveling Subsea Structures	5,163,783	11-17-92	Fahrmeier, Lee Brandon & Kovar	11-14-11
Diverter Flex Joint	4,593,941	06-10-86	Whightsil	03-15-04
Compression Loaded Torsional Coupling	4,627,885	12-09-86	Arlt	12-09-03
High-Capacity Elastomeric Combination Journal-Thrust Bearing	4,913,411	04-03-90	Collins & Whightsil	02-21-09

<u>Title</u>	<u>No.</u>	<u>Date</u>	<u>Inventor</u>	<u>Expires</u>
Riser Tensioner System for use on Offshore Platforms	5,101,905	04-07-92	Arlt & Moses	02-26-11
Flexible Joint with Non-Diffusive Barrier	5,133,578	07-28-92	Whightsil & Moses	03-08-11
Variable Spring Rate Riser Tensioner System	5,160,219	11-03-92	Arlt, Whightsil & Moses	01-15-11
Elastomeric Torsional Spring Having Tangential Spokes with Varying Elastic Response	5,209,461	05-11-93	Whightsil	06-12-12
Elastomeric Strut for an Elastomeric Riser Tensioner	5,299,790	04-05-94	Whightsil	02-11-13
Riser Tensioner System for Use on Offshore Platforms Using Elastomeric Pads or Helical Metal Compression Springs	5,366,324	11-22-94	Arlt & Moses	11-22-11
Elastomeric Strut for an Elastomeric Riser Tensioner	5,433,423	07-18-95	Whightsil	02-11-13
Cleaning Pig For Pipeline of Varying Diameter	5,457,841	10-17-95	Minton	10-13-14
Variable Spring Rate Compression Element and Riser Tensioner Using the Same	5,482,406	01-09-96	Arlt	04-15-13
Elastomeric Drive Line Coupling	5,573,463	11-12-96	Arlt	05-20-14
Flexible / Rigid Riser System	5,615,977	04-01-97	Moses & Simic	04-01-14
Elastomeric Riser Tensioner System	5,628,586	05-13-97	Arlt	06-23-15
Variable Spring Rate Compression Element and Riser Tensioner Using the Same	5,641,248	06-24-97	Arlt	04-15-13
Riser Tensioner System for Use on Offshore Platforms Using Elastomeric Pads or Helical Metal Compression Springs	5,658,095	08-19-97	Arlt & Moses	11-22-11
Offshore Retrofit of Barge Bumper System	5,716,166	02-10-98	Phillips, Eldridge, & Spalding	12-20-16
Subsea Multi-Segmented Pile Gripper	5,743,677	04-28-98	Phillips, Eldridge, & Spalding	03-29-16
Flexible Joint for Facilitating Bending Tubular Segments	5,791,695	08-11-98	Snider	08-11-15

<u>Title</u>	<u>No.</u>	<u>Date</u>	<u>Inventor</u>	<u>Expires</u>
Tension Adjustment Mechanism Employing Stepped or Derrated Ramps	5,873,678	02-23-99	Moses	12-23-16
Load and Deflection Measurement System for Elastomeric Bearings	5,905,212	05-18-99	Hogan & Moses	06-04-17
Modular High-Volume, Rotary Selector Valve	5,927,330	07-27-99	Minton, Hart & Castillo	02-06-16
Elastomeric Subsea FlexJoint & Swivel for Offshore Risers	5,951,061	09-14-99	Arlt, Riggs & Baugh	08-13-17
Pipe Connector	5,681,059	10-28-97	Mackie	12-15-15
Plug Assembly for Offshore Platforms	4,549,580	10-29-85	Freeman	10-22-04
Method and Apparatus for Deploying Underwater Pipe String	09/301,751 (con't 60/083,964)	04-29-99	Baugh	03-21-04
Leg Closure – Improved Fabric Lay-up	4,661,020	04-28-87	Nickles	07-23-06
Pressure Actuated Flow Control Valve	4,826,356	05-02-89	Brisco	08-27-07
Grouting Method – Chemical Method	4,902,170	02-20-90	Knox & Moore	11-16-08
Grout Packer	4,968,184	11-06-90	Reid	06-23-09
Winch Drum Utilizing Composite Flanges	5,755,398	05-26-98	Thompson, et al.	09-19-16
Mooring Unit and Retrofitting Method	5,984,586	09-16-99	Wudtke	02-04-18
Removable Underwater Fairlead and Method	6,148,755	11-21-00	Wudtke .& Melder	01-26-18
Method Apparatus Deploying Pipe String	6,273,643	8-14-2001		4-29-2019
Pipe Weld Alignment System	6,398,457	4-30-2001		4-30-2021
Multiple Launch Subsea Pig Launcher	6,336,238	1-8-2002		2-10-2020
Protector Clamp for Well Control Lines	4,543,998	10-1-1985		11-17-2003
Bumper Assy. Shock Cell System	4,662,791	5-5-1987		5-19-2006
Low Maintenance Crash Barrier – Road Divider	5,217,318	6-8-93		8-14-2011

Non-U.S. Patent Registrations

<u>Title</u>	<u>No.</u>	<u>Date</u>	<u>Inventor</u>	<u>Expires</u>	<u>Corresponds to U.S. Patent No.</u>
BRAZIL					
<u>OIL STATES INDUSTRIES (UK) LIMITED</u>					
	PI9205684.9			02-27-12	
	PI9205684.9			02-27-12	
BRUNEI					
<u>PLAT-GARD</u>					
Grouting Method – Chemical Method	431 / 89	06-05-85	Knox & Moore	06-05-05	4,552,486
CANADA					
<u>SKAGIT PRODUCTS</u>					
Sheave-Connector Assembly	1,275,164	10-16-90	Melder	10-16-07	None
Grouting Method – Chemical Method	1,241,847	09-13-88	Knox & Moore	09-13-05	4,552,486
Grout Packer	2,016,074	07-26-94	Reid	05-04-10	4,968,184
<u>OIL STATES INDUSTRIES (UK) LIMITED</u>					
20"-30" Threaded Connectors	2203634			04-24-17	
Merlin	1233855				
CHINA					
<u>OIL STATES INDUSTRIES</u>					
Flexible / Rigid Riser System	ZL 94190881.X	03-24-00	Moses & Simic	07-07-14	5,615,977
FRANCE					
<u>OIL STATES INDUSTRIES (UK) LIMITED</u>					
Merlin	8405412			04-05-04	
GREAT BRITAIN / U.K.					
<u>OIL STATES INDUSTRIES</u>					
Improvements in and Relating to Connector Assemblies	2,178,101	06-26-86	Asbury McGugan	& 06-26-06	None

<u>Title</u>	<u>No.</u>	<u>Date</u>	<u>Inventor</u>	<u>Expires</u>	<u>Corresponds to U.S. Patent No.</u>
Variable Spring Rate Riser Tensioner System	2,251,874	05-17-95	Arlt, Whightsil & Moses	08-30-11	5,160,219
Riser Tensioner System for Use on Offshore Platforms	2,253,226	03-29-95	Arlt & Moses	02-26-12	5,101,905
Flexible Joint with Non-Diffusive Barrier	2,253,888	01-25-95	Whightsil & Moses	03-06-12	5,133,578
Riser Tensioner System Using Elastomeric Pads or Helical Metal Compression Springs	2,250,763	08-02-95	Arlt & Moses	08-30-11	5,366,324
Riser Tensioner System Using Elastomeric Pads or Helical Metal Compression Springs	2,285,650	09-20-95	Arlt & Moses	08-30-11	5,366,324
Variable Spring Rate Compression Element and Riser Tensioner Using the Same	2,292,203	04-02-97	Arlt	01-24-14	5,482,406
Variable Spring Rate Compression Element and Riser Tensioner Using the Same	2,299,649	08-12-98	Arlt	04-03-16	5,641,248
Compression Loaded Torsional Device	2,300,461	03-10-99	Arlt & Snider	05-03-16	S/N 435,839 (abandoned)
Tensioner Assembly and Riser Tensioner System	2,302,555	06-16-99	Arlt	06-05-16	5,628,586
Flexible / Rigid Riser System	0666960	06-09-99	Moses & Simic	07-07-14	5,615,977
<u>PLAT-GARD</u>					
Grouting Method – Chemical Method	0204041	06-05-85	Knox & Moore	06-05-05	4,552,486
Pressure Actuated Flow Control Valve	0305064	08-03-88	Brisco	08-03-08	4,826,356
<u>OIL STATES INDUSTRIES (UK) LIMITED</u>					
Merlin	2138089			04-04-04	
Alligator	2199102			11-27-07	

HONG KONG

OIL STATES INDUSTRIES

<u>Title</u>	<u>No.</u>	<u>Date</u>	<u>Inventor</u>	<u>Expires</u>	<u>Corresponds to U.S. Patent No.</u>
Offshore Bumper System and Method	1984/635	8-16-1984			
ITALY					
<u>OIL STATES INDUSTRIES</u>					
Flexible / Rigid Riser System	0666960	06-09-99	Moses & Simic	07-07-14	5,615,977
<u>PLAT-GARD</u>					
Grouting Method – Chemical Method	0204041	06-05-85	Knox & Moore	06-05-05	4,552,486
Pressure Actuated Flow Control Valve	0305064	08-03-88	Brisco	08-03-08	4,826,356
JAPAN					
<u>OIL STATES INDUSTRIES (UK) LIMITED</u>					
Merlin	1643825			04-05-04	
MALAYSIA					
<u>OIL STATES INDUSTRIES</u>					
Offshore Bumper System and Method	1985/770	7-8-1995			
Offshore Bumper System and Method	1986/54	1-25-86			
Offshore Bumper System and Method	1986/55	1-25-96			
MEXICO					
Offshore Bumper System and Method	154,215	6-18-97			
NORWAY					
<u>OIL STATES INDUSTRIES</u>					
Elastomeric Riser Tensioner System	313921	12/23/2002		6/14/2016	
Offshore Bumper System and Method	157,547	4-6-88			
Flexible Joint with Non-Diffusive Barrier	177,941	12-20-95	Moses & Whightsil	03-06-12	5,133,578

<u>Title</u>	<u>No.</u>	<u>Date</u>	<u>Inventor</u>	<u>Expires</u>	<u>Corresponds to U.S. Patent No.</u>
Riser Tensioner System for Use on Offshore Platforms	306,073	09-13-99	Arlt & Moses	02-25-12	5,101,905
Riser Tensioner System for Use on Offshore Platforms Using Elastomeric Pads or Helical Metal Compression Springs	306,268	10-11-99	Arlt & Moses	12-12-11	5,366,324
Variable Spring Rate Riser Tensioner System	307,005	01-24-00	Arlt, Whightsil & Moses	01-14-12	5,160,219
<u>PLAT-GARD</u>					
Pressure Actuated Flow Control Valve	174,519	08-23-88	Brisco	08-23-08	4,826,356
<u>OIL STATES INDUSTRIES (UK) LIMITED</u>					
Merlin	170779			04-04-04	
Alligator	175019			12-17-07	
SABAH					
Offshore Bumper System and Method	1985/263	5-27-85			
Offshore Bumper System and Method	1985/67	4-1-86			
Offshore Bumper System and Method	1986/68	4-1-86			
SINGAPORE					
Offshore Bumper System and Method	334/84	3-15-1985			
SOUTH KOREA					
<u>OIL STATES INDUSTRIES</u>					
Offshore Bumper System and Method	C.2266	8-28-84			
Offshore Bumper System and Method	C.2542	4-4-85			
Offshore Bumper System and Method	C.2543	4-4-85			

<u>Title</u>	<u>No.</u>	<u>Date</u>	<u>Inventor</u>	<u>Expires</u>	<u>Corresponds to U.S. Patent No.</u>
Trinidad and Tobago					
<u>OIL STATES INDUSTRIES</u>					
Offshore Bumper System and Method	39/84	6-4-84			
<u>OIL STATES INDUSTRIES (UK) LIMITED</u>					
Lynx	4460201			12-13-03	
Merlin	4629221			12-16-03	
Alligator	4902045			12-03-07	
VENEZUELA					
Offshore Bumper System and Method	43,238	6-21-86			

APPLICATIONS FOR U.S. PATENTS

<u>Title</u>	<u>Ser. No.</u>	<u>Filing Date</u>	<u>Inventor</u>
<u>OIL STATES INDUSTRIES, INC.</u>			
A Joint for Applying Current Across A Pipe-In-Pipe System	08/997,632 (con't 60/034,042)	12-23-97	Wittman, Bass, Langer
Monolithic Isolation Stress Joint	06/131,142	05-02-99	Rao & Wittman
Metal to Metal Seal	09/369,134	08-05-99	Tarlton
Improved Hydrocarbon Sensing Valve		6-12-01	

APPLICATIONS FOR FOREIGN PATENTS

<u>Title</u>	<u>Ser. No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Corresponding U.S. Case</u>
BRAZIL				
<u>OIL STATES INDUSTRIES</u>				
Flexible / Rigid Riser System	PI9405579-3	09-07-94	Moses & Simic	Pat. 5,615,977
Tapping Connector and Method	PI9801837	4-23-1998		
Rotating Porch for Sled	PI0013447.3	5-18-1999		
<u>OIL STATES INDUSTRIES (UK) LIMITED</u>				
	PI980514	03-23-98		
EUROPE				
<u>OIL STATES INDUSTRIES (UK) LIMITED</u>				
	97301764.2	04-23-97		
	98302007.4	03-16-98		
<u>OIL STATES INDUSTRIES, INC.</u>				
Rotating Porch for Sled	00304272.8	5-19-1999		
Load and Deflection Measurement	98924937.0	5-28-1998		
FRANCE				
Load and Deflection Measurement System for Elastomeric Bearings	EU 98924937.0	05-28-98	Hogan & Moses	Pat. 5,905,212
NORWAY				
Variable Spring Rate Compression Element and Riser Tensioner System Using the Same	P954075	01-21-94	Arlt	Pat. 5,482,406
Variable Spring Rate Compression Element	P961376	04-03-96	Arlt	Pat. 5,641,248
Compression Loaded Torsional Device	P961798	05-03-96	Arlt & Snider	S/N 435,839 (abandoned)
Elastomeric Riser Tensioner System	P962531	06-14-96	Arlt	Pat. 5,628,586

<u>Title</u>	<u>Ser. No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Corresponding U.S. Case</u>
Load and Deflection Measurement System for Elastomeric Bearings	P984002	08-31-98	Hogan & Moses	Pat. 5,905,212
<u>OIL STATES INDUSTRIES (UK) LIMITED</u>				
	19971954	04-25-97		
	19981306	03-23-98		
PCT				
Composite Metal-To-Metal Seal	PCT/US00/21421	08-04-00	Tarlton	S/N 09/369,134

SCHEDULE V

TRADEMARKS

U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Date</u>	<u>U.S. Class</u>	<u>Mark</u>
517,046	11-01-49	23	SKAGIT
1,175,815	11-03-81	23	UNITROL (for Manifold)
1,212,941	10-19-82		PLAT-GARD (for Packer)
1,279,838	05-29-84		PLAT-GARD (for Closure)
1,711,199	09-01-92	21, 23 (Int'l 7)	SMATCO
1,780,035	07-06-93	23 (Int'l 7)	ELASTA-FLEX
1,943,569	12-26-95	13, 19, 21, 23, 31 34, 35 (Int'l 7)	SKAGIT

<u>Trademark Renewals</u> US Federal Register	<u>Number</u>	<u>Serial No.</u>	<u>Filed</u>	<u>First Use</u>	<u>Granted</u>
OIL STATES word	2,529,386	76-078,299	6-26-2000	1952	1-15-2002
OIL STATES design	2,529,384	76-077,839	6-26-2000	1996	1-15-2002
FLEXJOINT	2,472,750	75-677,731	4-8-1999	1972	7-31-2001
SKAGIT	1,943,569	74-534,640	6-7-1994	1926	12-26-1995
ELASTA-FLEX	1,780,035	74-248,419	2-21-1992	1991	7-6-1993
SMATCO	1,711,199	74-217,390	10-31-1991	1967	9-1-1992
SKAGIT	517,046	511,966	2-27-1948	1926	11-1-1949
NAUTILUS	1,218,622	73-344,145	1-4-1982	1981	11-30-1982
NAUTILUS	1,233,303	73-344,144	1-4-1982	1981	4-5-1983
BIMS	1,299,096	73-449,268	10-24-1983	1978	10-2-1984
BIMS	1,293,296	73-440,183	8-19-1983	1978	9-4-1984
FLEXIFORGE	1,308,345	73-449,267	10-24-1983	1978	12-4-1984
BIMS	1,307,643	73-449,264	10-24-1983	1978	12-4-1984
BALL FLANGE	1,314,320	73-450,022	10-27-1983	1981	1-15-1985

LLC (Load Limiting Connector)	1,317,610	73-449,266	10-24-1983	1983	2-5-1985
FLEXIFORGE	1,313,118	73-449,265	10-24-1983	1978	1-8-1995
HYDROTECH word	Pending	78-145,819	7-19-2002	1966	
REGAL	1,238,017	73,232,241	9-21-1979	3/6/1979	5-17-1983

<u>Registered Trademarks</u>	<u>Description</u>	<u>Number</u>	<u>Location</u>
BIMS	Company name abbreviation	42598, 42600	Texas
BIMS + design	Company logo	42601, 42602	Texas
Ball Flange	Alignment joint tradename	45370	Texas
Flexiforge	Cold rolling apparatus & process	42599, 42971	Texas

Oil States Skagit SMATCO, LLC – Louisiana State Registrations
(marks acquired in acquisition of
Applied Hydraulic Systems, Inc.)

<u>Registered Trademark</u>	<u>Date</u>
Hydra-Jib	8/27/1991
Nauta-Leg	8/27/1991
Nautike	6/3/1991
Nautelek	6/3/1991
Nautek	6/7/1991

Non-U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Date</u>	<u>Class</u>	<u>Mark</u>	<u>Corresponds to U.S. Reg. No.</u>
FRANCE				
Renewable Each 10 Years				
99 800 827	01-21-00	Int'l 6	FlexJoint	75/677,731
GREAT BRITAIN (UK)				
OIL STATES MCS LIMITED				
<u>(OIL STATES HYDRA-LOK LTD.)</u>				Renewal Fee Due
1443423	10-05-90	Int'l 9	Hydra-Lok	10-05-07
1433422	10-05-90	Int'l 7	Hydra-Lok	10-05-07
1443421	10-05-90	Int'l 9	Hydra-Lok & Device	10-05-07
1443420	10-05-90	Int'l 7	Hydra-Lok & Device	10-05-07
1243801	05-12-85	Int'l 7	BUE Hydra-Lok & Device	05-12-06 (not to be renewed)
CANADA				
TMA572,634 1,086,463	12/19/2002		OIL STATES (word)	--
EUROPE				
2,001,766	12/15/2000		OIL STATES (word)	
SINGAPORE				
OIL STATES (word)	T00/21941D	T00/21941D	12-22-2000	6-26-2000
OIL STATES (word)	T1121942B	T1121942B	12-22-2000	6-26-2000
OIL STATES (word)	T00/21943J	T00/21943J	12-22-2000	6-26-2000
OIL STATES (word)	T00/21944I	T00/21944I	12-22-2000	6-26-2000
OIL STATES (word)	T00/21845G	T00/21945G	12-22-2000	6-26-2000
OIL STATES (word)	T00/21946E	T00/21946E	12-22-2000	6-26-2000
OIL STATES (word)	T00/21947C	T00/29147C	12-22-2000	6-26-2000
HYDROTECH (word)	T02/14259A	T02/14259A	9-16-2002	7-19-2002
HYDROTECH (word)	T02/14260E	T02/14260E	9-16-2002	7-19-2002

HYDROTECH (word)

T02/14261C

T02/14261C

9-16-2002

7-19-2002

U.S. Trademark Applications

<u>Application No.</u>	<u>Date</u>	<u>Class</u>	<u>Mark</u>
UNITED STATES			
75/677,731	04-08-99	Int'l 6	FlexJoint
76/078,299	06-26-00	Int'l 6, 7, 9, 17, 37, 42	OIL STATES
76/077,839	06-26-00	Int'l 6, 7, 9, 17, 37, 42	OIL STATES and Design

<u>Unregistered Trademarks</u>	<u>Description</u>	<u>Status</u>
BIMS-TAP Tee	Mechanical hot tap fitting	active
Wye-Tap	Piggable mechanical hot tap fitting	active
Hot Wye	Piggable mechanical hot tap fitting	active
Future Tap	Blind tiein flange	active
Wishbone Wye	Piggable wye fitting	active
Speedload	Boil deployment option	active
Insul-Flange	Pipeline electrical isolation joint	active
Swivel Tap	Blind tiein point, swiveling	active

Non-U.S. Trademark Applications

<u>Application No.</u>	<u>Date</u>	<u>Class</u>	<u>Mark</u>
EUROPE			
Pending	06-26-00	Int'l 6, 7, 9, 17, 37, 42	OIL STATES
Pending	9-4-2002		HYDROTECH (word)
CANADA			
Pending	06-26-00	Int'l 6, 7, 9, 17, 37, 42	OIL STATES
Pending	7-19-2002		HYDROTECH (word)
BRAZIL			
Pending	06-26-00	Int'l 6, 7, 9, 17, 37, 42	OIL STATES
Pending	12-22-2000		OIL STATES (word)
Pending	12-22-2000		OIL STATES (word)
Pending	12-22-2000		OIL STATES (word)
Pending	12-22-2000		OIL STATES (word)
Pending	12-22-2000		OIL STATES (word)
Pending	12-22-2000		OIL STATES (word)
Pending	9-27-2002		HYDROTECH (word)
Pending	9-27-2002		HYDROTECH (word)
Pending	9-27-2002		HYDROTECH (word)
SINGAPORE			
T00/21948A	12-22-2000		OIL STATES

[Form of]
PERFECTION CERTIFICATE

Reference is made to (a) the Credit Agreement dated as of October 30, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Oil States International, Inc. (the "U.S. Borrower"), PTI Group Inc. (the "Canadian Borrower" and, together with the U.S. Borrower, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and Wells Fargo Bank Texas, National Association, as administrative agent (in such capacity, the "Administrative Agent") and collateral agent (in such capacity, the "U.S. Collateral Agent") for the Lenders, and The Bank of Nova Scotia as administrative agent and collateral agent for the Canadian Lenders, and (b) the U.S. Security Agreement dated as of October 30, 2003, (as amended, supplemented or otherwise modified from time to time, the "U.S. Security Agreement") among the U.S. Borrower, the Subsidiary Guarantors party thereto and the U.S. Collateral Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable.

The undersigned, a Financial Officer and the chief legal officer of the U.S. Borrower, hereby certify to the U.S. Collateral Agent and each other Secured Party as follows:

1. Names.

(a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is as follows. The State of incorporation or formation listed below is the only jurisdiction in which each entity is organized:

(b) Set forth below is each other corporate name each Grantor has had in the past five years, together with the date of the relevant change:

(c) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

(d) Set forth below is the Federal Taxpayer Identification Number and State Organizational Number (if any) of each Grantor:

2. Current Locations.

Set forth below opposite the name of each Grantor are the names and addresses of all persons other than such Grantor that have possession of any of the Collateral of such Grantor:

3. Unusual Transactions. All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. File Search Reports. Attached hereto as Schedule 4(A) are true copies of file search reports from the Uniform Commercial Code filing offices where filings described in Section 3.19 of the Credit Agreement are to be made. Attached hereto as Schedule 4(B) is a true copy of each financing statement or other filing identified in such file search reports.

5. UCC Filings. Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where a Grantor has Collateral.

6. Schedule of Filings. Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. Equity Interests. Attached hereto as Schedule 7 is a true and correct list of all the duly authorized, issued and outstanding Equity Interests of each Subsidiary and the record and beneficial owners thereof. Also set forth on Schedule 8 is each equity investment of the Borrower and each Subsidiary that represents 50% or less of the Equity Interests of the entity in which such investment was made.

8. Mortgage Filings. Attached hereto as Schedule 8 is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the corporation that owns such property as such name appears in its certificate of incorporation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the U.S. Collateral Agent to obtain a perfected security interest therein.

9. Intellectual Property. Attached hereto as Schedule 9(A) in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of each Grantor's Patents, Patent Licenses, Trademarks and Trademark Licenses as of the Closing Date, including the name of the registered owner, the registration number and the expiration date of each Patent, Patent License, Trademark and Trademark License owned by any Grantor. Attached hereto as Schedule 9(B) in proper form for filing with the United States Copyright Office is a schedule setting forth all of each Grantor's Copyrights and Copyright Licenses as of the Closing Date, including the name of the registered owner, the registration number and the expiration date of each Copyright or Copyright License owned by any Grantor.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this [] day of October, 2003.

OIL STATES INTERNATIONAL, INC.

Cindy B. Taylor
Senior Vice President,
Chief Financial Officer & Treasurer

SCHEDULE 4(A) & (B)

SCHEDULE 5

SCHEDULE 6

SCHEDULE 7

SCHEDULE 8

SCHEDULE 9

Annex 2 to the
U.S. Security Agreement

SUPPLEMENT NO. ___ dated as of _____ (the "*Supplement*") to the U.S. Security Agreement dated as of October 30, 2003 (the "*Security Agreement*"), among OIL STATES INTERNATIONAL, INC., a Delaware corporation (the "*U.S. Borrower*"), each subsidiary of the U.S. Borrower listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary Guarantor*" and, collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors and the U.S. Borrower are referred to collectively herein as the "*Grantors*") and WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, ("*Wells Fargo*"), as collateral agent (in such capacity, the "*U.S. Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of October 30, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the U.S. Borrower, PTI Group Inc. (the "*Canadian Borrower*" and, together with the U.S. Borrower, the "*Borrowers*"), the lenders from time to time party thereto (the "*Lenders*"), Wells Fargo, as administrative agent (in such capacity, the "*Administrative Agent*") and U.S. Collateral Agent, and The Bank of Nova Scotia, as administrative agent and Canadian Collateral Agent for the Canadian Lenders, and (b) the Security Agreement.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Section 7.15 of Security Agreement provides that additional Domestic Subsidiaries of the U.S. Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the U.S. Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof in all material respects. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the U.S. Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor.

SECTION 2. The New Grantor represents and warrants to the U.S. Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the U.S. Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the U.S. Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the U.S. Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the U.S. Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the U.S. Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name Of New Grantor],

By: _____
Name: _____
Title: _____
Address: _____

WELLS FARGO BANK TEXAS, NATIONAL
ASSOCIATION, as U.S. Collateral Agent,

By: _____
Name: _____
Title: _____

SCHEDULE I
to Supplement No. ___ to the
Security Agreement

LOCATION OF COLLATERAL

Description

Location

HOUSTON\1616444.1

Annex 1
-7-

RECORDED: 11/26/2003

TRADEMARK
REEL: 002755 FRAME: 0130