

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Halliburton Energy Services, Inc.		12/08/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Dyna-Drill Technologies, Inc.
Street Address:	4660 World Houston Parkway
City:	Houston
State/Country:	TEXAS
Postal Code:	77032
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1222384	DYNA-DRILL

CORRESPONDENCE DATA	
Fax Number:	(713)996-1270
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7139961760
Email:	sford@whes.com
Correspondent Name:	Stuart J. Ford
Address Line 1:	15151 Sommermeyer
Address Line 4:	Houston, TEXAS 77041

ATTORNEY DOCKET NUMBER:	DYNTM.002
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NAME OF SUBMITTER:	Stuart J. Ford
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Total Attachments: 5 source=1222384#page1.tif source=1222384#page2.tif source=1222384#page3.tif source=1222384#page4.tif source=1222384#page5.tif
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## TRADEMARK ASSIGNMENT AND NONEXCLUSIVE GRANT-BACK LICENSE

THIS TRADEMARK ASSIGNMENT AND NONEXCLUSIVE GRANT-BACK LICENSE ("Agreement") is entered into this 8<sup>th</sup> day of DEC, 2003 ("Effective Date"), by and among (1) Halliburton Energy Services, Inc., a Delaware corporation ("Halliburton"), having a place of business at 3000 N. Sam Houston Parkway East, Houston TX 77032 and also at 2601 Beltline Road Carrollton, TX 75006, (2) W-H Energy Services, Inc., a Louisiana corporation ("W-H"), having a place of business at 10370 Richmond Ave, Suite 990, Houston, TX 77042, and (3) Dyna-Drill Technologies, Inc., a Texas corporation ("Dyna-Drill"), having a place of business at 4660 World Houston Parkway, Houston, TX 77032 (Halliburton, W-H and Dyna-Drill also referred to herein individually as a "Party" and collectively as the "Parties").

### R E C I T A L S:

WHEREAS, Halliburton is currently the owner of the DYNA-DRILL trademark and all registrations thereof (the "Mark"), together with all of the goodwill of the business associated therewith and symbolized thereby;

WHEREAS, Dyna-Drill is a wholly-owned subsidiary of W-H;

WHEREAS, W-H is currently a nonexclusive licensee of the DYNA-DRILL mark;

WHEREAS, Halliburton has currently reserved unto itself for future use the DYNADRILL.COM domain name;

WHEREAS, the Parties now desire Dyna-Drill to own the DYNA-DRILL mark subject to a non-exclusive license in favor of Halliburton on the terms and conditions hereinafter provided;

WHEREAS, the Parties now desire that Dyna-Drill have use of the DYNADRILL.COM domain name (the "Domain Name"), and that Halliburton relinquish its reservation of same for future use;

NOW, THEREFORE, in consideration of the promises and the mutual agreements, covenants and provisions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **1. ASSIGNMENT OF THE MARK AND THE DOMAIN NAME**

1.1 Assignment. Halliburton hereby sells, assigns and transfers to Dyna-Drill all of Halliburton's right, title and interest in the Mark and the in the Domain Name, together with all of the goodwill of the business associated therewith and symbolized thereby. The rights conveyed to Dyna-Drill in this Section 1.1 shall further include: (1) all registrations of the Mark and the Domain Name worldwide, together with any renewals or extensions that may be granted thereon; (2) all pending applications for registration of the Mark and the Domain Name worldwide, together with any renewals or extensions that may be granted thereon; (3) all reservations of the Mark and the Domain Name for future use worldwide, together with any renewals or extensions that may be granted thereon; and (4) all rights to sue for past infringement of the Mark and the Domain Name.

1.2 Exhibit A. For the avoidance of doubt, Exhibit A is a list of registrations, pending applications for registration, and reservations of the Mark and the Domain Name of which the Parties are currently aware, all of which are intended to be included in the rights conveyed to Dyna-Drill above. It is understood, however, that Exhibit A is advisory and for information only, and is not intended to modify or limit the full scope of the rights conveyed in Section 1.1 above.

## 2. GRANT-BACK OF LICENSE IN THE MARK

2.1 License granted. Subject to the provisions of Section 2.2, Section 3 and Section 4 below, Dyna-Drill hereby grants back to Halliburton a perpetual, non-exclusive, royalty-free right to use the Mark anywhere in the world (the "License").

2.2 License Restrictions. The License granted in Section 2.1 above shall be subject to the following restrictions:

(a) Subject to the provisions of Section 5.4 below, the License shall be non-transferable and without right of sublicense.

(b) Halliburton's use of the Mark shall be limited solely to the field of use of subterranean drill motors and pumps, and parts therefor, and services in connection therewith, plus any other type of use of the Mark by Halliburton existing as of the date of this Agreement.

2.3 Reservation and Reversion. Rights not expressly granted in the License are reserved by Dyna-Drill. Upon expiration of this Agreement, if any, all rights granted in the License shall automatically revert to Dyna-Drill.

## 3. HALLIBURTON'S USE OF THE MARK

3.1 Quality of Services. Halliburton shall use the Mark solely in accordance with this Agreement. The quality of the goods and services in connection with which Halliburton uses the Mark shall be of a high workmanship and quality, and at no time shall be inferior to (1) the quality of comparable goods and services provided by Dyna-Drill, its affiliates or its other duly authorized licensees in connection with the Mark, or (2) the quality of the goods and services provided by Halliburton in connection with the Mark as of the Effective Date.

3.2 Goodwill. All changes, amendments, derivations, additions and approximations to the Mark, all names deceptively similar to the Mark, and all goodwill accruing to the use of such variants on the Mark, shall at all times remain the property of Dyna-Drill, and shall inure to the benefit of Dyna-Drill, howsoever arising. Nothing in this Agreement, however, shall be construed to limit or modify the Parties' rights at any time in any marks and brands that are unrelated to the Mark, including such unrelated marks or brands that may use the word "DYNA" in whole or in part.

3.3 Conduct. Halliburton shall take no action, or knowingly omit from taking any action, which would reasonably be expected to dilute or tarnish the distinctiveness of the Mark,

or jeopardize the validity or good standing of any registration thereof, or jeopardize any of Dyna-Drill's rights in the Mark.

#### 4. COOPERATION

4.1 Registration Maintenance. As of the date of this Agreement, Dyna-Drill shall, at its own expense, assume sole responsibility for maintaining all registrations of the Mark, and for filing all necessary extensions and affidavits required by any governmental agency.

4.2 Cooperation. Halliburton shall cooperate with Dyna-Drill regarding the Mark. Such cooperation shall include: (1) providing any necessary samples, specimens or affidavits of use, as required by Dyna-Drill to meet Dyna-Drill's obligations for registration and maintenance of the Mark; and (2) executing any further instruments necessary to report, record or evidence Dyna-Drill's rights under this Agreement. Halliburton shall further notify Dyna-Drill immediately upon receiving any knowledge of any actual or possible infringement or dilution of the Mark. Dyna-Drill shall not be obliged to take action, but if Dyna-Drill decides to take action, then Halliburton shall cooperate fully in such action, and shall take no action contrary to Dyna-Drill's efforts. Cooperation by Halliburton under this Section 4.2 shall be at Dyna-Drill's expense, except for reasonable internal or incidental costs incurred by Halliburton in connection with same.

4.3 Release of Domain Name Reservations. Upon full execution of this Agreement, Halliburton shall cause all reservations of the Domain Name in Halliburton's name to be relinquished within five (5) business days. Representatives of the Parties shall confer regarding such release, in order to allow Dyna-Drill to establish its own reservation of the Domain Name immediately upon release of same by Halliburton.

#### 5. GENERAL PROVISIONS

5.1 Entire Agreement. This Agreement encompasses the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all previous agreements whether oral or written. This Agreement may only be amended by further written agreement of Halliburton and Dyna-Drill.

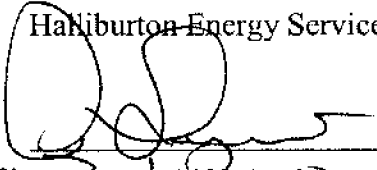
5.2 Severability. If any of the provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of this Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.

5.3 Governing Law. This Agreement shall be governed by the laws of the State of Texas, without giving effect to conflicts of law principles.

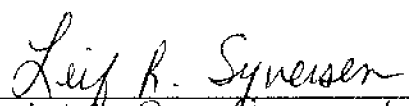
5.4 Assignment. The Parties' respective rights and obligations under this Agreement, undivided and unsevered, shall be freely assignable or transferable among their respective corporate organizations. Further, a Party may assign its rights and obligations under this Agreement, undivided and unsevered, to a successor, purchaser or assignee of substantially all of the assets or business of that Party.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Agreement effective as of the date shown above and in the capacities shown below.

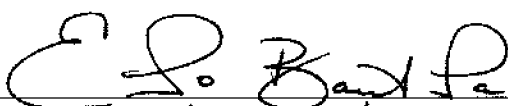
Halliburton Energy Services, Inc.

By:   
Name: PAUL LOMBARDO  
Title: VICE PRESIDENT

Dyna-Drill Technologies, Inc.

By:   
Name: Leif R. Syversen  
Title: President

W-H Energy Services, Inc.

By:   
Name: Ernesto Bautista  
Title: Vice President

**EXHIBIT A**

<u>Mark or Domain Name</u>	<u>Registration No. or Application No.</u>	<u>Registration Date or Reservation/Filing Date</u>	<u>Remarks</u>
DYNA-DRILL	U.S. 1,222,384	January 4, 1983	
DYNADRILL.COM	Network Solutions	Reservation made: November 17, 1999 Expires: November 17, 2003	Reserved by: Richard Harrison Halliburton Company 4100 Clinton Drive Houston TX 77020 (713) 676 3072