



11-19-2003



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Form PTO-1594 (Rev 6-93)

RECORDATION FORM 102604177 TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office

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

1. Name of conveying party(ies):
 THOMAS ENERGY SERVICES, INC.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation/State - Louisiana
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: WELLS FARGO BANK TEXAS, N.A., as administrative agent
 Internal Address:
 Street Address: 1000 Louisiana, 3rd Floor
 City: Houston State TX ZIP: 77002
 Country: USA
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 * Other Financial Institution _____
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & Address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 * Security Agreement Change of Name
 Other Release _____
 Execution Date: November 11, 2003

4. Application number(s) or trademark number(s): 78/230,859 78/230,920 78/230,908 78/230,913 (SEE ATTACHMENT 1)
 If this document is being filed together with a new application, the execution date of the application is N/A

A. Trademark Application No.(s): _____ B. Trademark No.(s) _____
 Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name Robert E. Rude II
 Internal Address: Mayer Brown, Rowe & Maw LLP
 Street Address: 1909 K Street, NW
 City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 4
 7. Total fee (37 CFR 3.41): \$115.00
 Enclosed (Check No. 2757)
 Authorized to be charged to deposit account
 8. Deposit account number: N/A
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Robert E. Rude II [Signature]
 Name of Person Signing Signature Date November 14, 2003

Total number of pages comprising cover sheet and document attachments: 7

11/18/2003 6TON11 00000141 78230859
 01 FC:0521 40.00 OF
 02 FC:0522 75.00 OF

ATTACHMENT 1

Item A. Trademarks

Pending Registrations

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	Thomas Tools A Thomas Energy Company	78/230,859	3/27/2003
US	Thomas Tools A Thomas Energy Company	78/230,920	3/27/2003
US	Thomas Tubing Specialists A Thomas Energy Company	78/230,908	3/27/2003
US	Thomas Tubing Specialists A Thomas Energy Company	78/230,913	3/27/2003

Item B. Trademark Licenses – None.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 11, 2003, is made between THOMAS ENERGY SERVICES, INC., a Louisiana corporation (the "Grantor"), and WELLS FARGO BANK TEXAS, N.A., as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, in connection with the Amended and Restated Credit Agreement, dated as of May 31, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among W-H Energy Services, Inc. a Texas corporation (the "Borrower"), the Lenders party thereto, Credit Suisse First Boston (acting through its Cayman Islands Branch), as the Syndication Agent, Bank One, NA, as the Documentation Agent and the Administrative Agent, the Grantor has executed and delivered an Amended and Restated Subsidiary Security Agreement, dated as of August 26, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, the Grantor is a Subsidiary of the Borrower;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Security Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrower by the Lenders pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to maintain and continue to make Credit Extensions to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to

the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations, the termination or expiry of all Letters of Credit and the termination of all Commitments, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

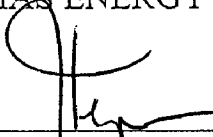
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THOMAS ENERGY SERVICES, INC.

By 
Name: Jeffrey L. Tepera
Title: Vice President and CFO

WELLS FARGO BANK TEXAS, N.A.,
as Administrative Agent

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


THOMAS ENERGY SERVICES, INC.

By _____

Name:

Title:

WELLS FARGO BANK TEXAS, N.A.,
as Administrative Agent

By  _____

Name: Eric R. Hollingsworth

Title: Vice President

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RECORDED: 11/14/2003

TRADEMARK
REEL: 002865 FRAME: 0834