

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 |
|------------------------------|----------|----------------|-----------------------|
| Black Warrior Wireline Corp. | | 11/14/2004 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|--------------------------------------|
| Name: | General Electric Capital Corporation |
| Street Address: | 500 West Monroe |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60661 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------------|
| Registration Number: | 2756066 | BWWC |
| Registration Number: | 2732031 | BLACK WARRIOR WIRELINE CORPORATION |

CORRESPONDENCE DATA

Fax Number: (404)572-5149

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404.572.2611

Email: vfitzpatrick@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 191 Peachtree Street

Address Line 2: Vandy F. Fitzpatrick

Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:

Vandy F. Fitzpatrick

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 14, 2004, by BLACK WARRIOR WIRELINE CORP., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Borrower;

WHEREAS, pursuant to the Security Agreement (as defined in the Credit Agreement), Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

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

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

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

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

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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to

Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

BLACK WARRIOR WIRELINE CORP.

By: [Signature]
Name: William L. Jenkins
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: Samantha Farber
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Mississippi,
COUNTY OF Lauderdale } ss.

On this 11 day of November, 2004 before me personally appeared William L. Jenkins, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Black Warrior Wireline Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

{seal}

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 22, 2007
BONDED THRU STEGALL NOTARY SERVICE

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

| Mark | Serial No. | Registration No. | Date |
|--|------------|------------------|----------|
| "BLACK WARRIOR WIRELINE CORPORATION" | 78093818 | 2732031 | 07/01/03 |
| "BWWC" | 78091875 | 2756066 | 08/26/03 |