

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Security Agreement Supplement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Power Chokes, L.P.		07/30/2004	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
Internal Address:	Mail Code: TX-492-14-11
City:	Dallas
State/Country:	TEXAS
Postal Code:	75292
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	76566430	POWER CHOKES
Serial Number:	76571815	POWERAMPS
Registration Number:	2444250	POWER CHOKES

CORRESPONDENCE DATA	
Fax Number:	(919)416-8339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919 286-8049
Email:	PTO_TMconfirmation@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	430 Davis Drive
Address Line 2:	Suite 500
Address Line 4:	Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	512485.1292 JES SEC AGRE
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NAME OF SUBMITTER:	John E. Slaughter
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OP \$90.00 76566430

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Power Chokes, L.P. a Texas limited partnership (herein referred to as the "Debtor"), having an address at 10815 Huffmeister Road, Cypress, Texas 77429, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Power Well Services, Inc., a Delaware corporation (the "Borrower"), Power Well Service Holdings, LLC, a Delaware limited liability company (the "Parent Guarantor"), Power Well Service LP, LLC ("PWS LP"), Power Well Service GP, LLC ("PWS GP"), Power Chokes Staffing, L.P. ("Staffing"), and Power Chokes, L.P. ("Power Chokes" and, collectively with the Borrower, the Parent Guarantor, PWS LP, PWS GP, and Staffing, the "Loan Parties") have entered into a second-lien Credit Agreement dated as of July 30, 2004 (the "Credit Agreement") with the financial institutions from time to time party thereto (the "Lenders") and Bank of America, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the Lenders.

WHEREAS, the Debtor and the other Loan Parties have entered into a Security Agreement (Second-Lien) (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement) in favor of the Administrative Agent, pursuant to which the Debtor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof, all Trademark Licenses (as defined in the Security Agreement) and all proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof (the "Collateral"), to secure the payment of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

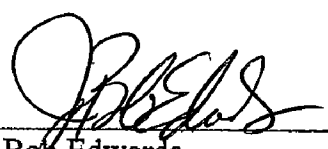
Bank of America, N.A.
Agency Management
901 Main Street
Mail Code: TX1-492-14-11
Dallas, Texas 75202
Attention: Renita Cummings
Telephone: (214) 209-4130
Facsimile: (214) 290-8371
E-mail: renita.cummings@bankofamerica.com

IN WITNESS WHEREOF, Power Chokes, L.P. has duly executed or caused this Supplement to the Security Agreement to be duly executed as of July 30, 2004.

POWER CHOKES, L.P.

**By: POWER WELL SERVICE GP,
LLC, its general partner**

By: _____

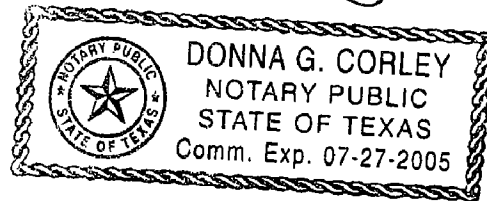

Joe Bob Edwards
Vice President

STATE OF Texas

COUNTY OF Harris

On this 30th day of July, 2004, before me personally appeared Joe Bob Edwards to me known, who, being by me duly sworn, did depose and say that he/she resides at 600 Travis, Ste 6000, Houston TX 77002 and that he/she is Vice President of Power Well Service GP, LLC, the general partner of Power Chokes, L.P.; and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said limited liability company pursuant to such authority.

Donna G. Corley
Notary Public



Acknowledged and Accepted:

BANK OF AMERICA, NA.,
as Administrative Agent

By: Claire Liu

Name: Claire Liu

Title: Managing Director

Registered Marks

Mark	Registration No.	Reg. Date
POWER CHOKES LOGO	2444250	04/17/2001

Pending Application

Mark	Application No.	Filing Date
POWER CHOKES	76566430	02/22/2003
POWERAMPS	76571815	01/26/2004