

2-17-05

03-03-2005

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDED 102952300  
TRADEMARKS ONE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):  
W-H Energy Services, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Texas

Execution Date(s) June 30, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association

Internal

Address: as Administrative Agent

Street Address: 1000 Louisiana, 3rd Floor

City: Houston

State: Texas

Country: US Zip: 77002

Association Citizenship National Banking

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,736,786; 2,236,787; 2,784,225; 2,806,582; 2,829,828; 2,831,830; 2,831,831 2,844,663

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sanford E. Warren, Jr.

Internal Address: Winstead Sechrest & Minick P.C.

Street Address: P.O. Box 50784

City: Dallas

State: Texas Zip: 75201

Phone Number: 214.745.5400

Fax Number: 214.745.5390

Email Address: swarren@winstead.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 23-2426

Authorized User Name Sanford E. Warren, Jr.

9. Signature:

Signature

2/16/05  
Date

Sanford E. Warren, Jr.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/02/2005 ECOOPER 00000263 2736786

01 FC:8521

40.00 DP

175.00 DP

02 FC:8522

TRADEMARK  
REEL: 003132 FRAME: 0180

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2004, is made between W-H ENERGY SERVICES, INC., a Texas corporation (the "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, 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, pursuant to the Credit Agreement, dated as of June 30, 2004 (such agreement, together with all amendments and restatements, the "Credit Agreement"), among the Grantor, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders"), and Wells Fargo Bank, National Association, as Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Security Agreement dated as of June 30, 2004 (such agreement, together with all amendments and restatements, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit 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; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this 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 make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

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.

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 alike nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") referred to in Item A of Attachment 1 attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith;

(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), (b) and (c); 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.

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 the United States and any state thereof. 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.

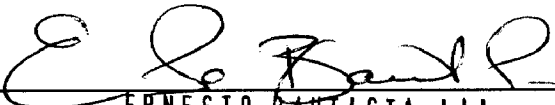
Release of Security Interest. Upon the occurrence of the Release Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

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.


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.

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.

W-H ENERGY SERVICES, INC.

By:   
Print Name: ERNESTO BAUTISTA III  
Print Title: VP

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By:   
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	W-H Energy Services	2,736,787	7/15/2003
US	W-H Energy Services	2,736,786	7/15/2003
US	Coil Tubing Services Coil Tubing & Nitrogen Specialists	2,831,830	4/13/2004
US	Coil Tubing Services Coil Tubing & Nitrogen Specialists	2,831,831	4/13/2004
US	Coil Tubing Services Coil Tubing & Nitrogen Specialists	2,829,828	4/06/2004
US	Drill Motor Services	2,844,663	5/25/2004
US	Perf-O-Log	2,806,582	1/20/2004
US	Perf-O-Log	2,784,225	11/18/2003

Pending Trademarks – None.

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>

Item B. Trademark Licenses – None.

<u>United States</u>	<u>Trademark</u>	<u>Licensors</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>