# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Amendment to Trademark Security Agreement Supplement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Power Well Services, L.P. | | 08/17/2005 | LIMITED PARTNERSHIP: TEXAS |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Bank of America, N.A. |
| Street Address: | 901 Main Street |
| Internal Address: | Mail Code: TX1-492-14-11 |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75202 |
| Entity Type: | national banking association: UNITED STATES |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|---|---|---|
| Serial Number: | 76571815 | POWERAMPS |
| Serial Number: | 76608053 | TRAINED OPERATIONS PROFESSIONAL SAFETY HEALTH ENVIRONMENT LEADERSHIP FOCUS TOPSHELF POWER CHOKES TEAM |
| Registration Number: | 2444250 | POWER CHOKES |
| Registration Number: | 2926053 | POWER CHOKES |

OP $115.00 76571815

CORRESPONDENCE DATA


Fax Number: (713)222-3291
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: (713) 221-3306
Email: constance.rhebergen@bracewellgiuliani.com
Correspondent Name: Constance Gall Rhebergen
Address Line 1: P.O. Box 61389
Address Line 4: Houston, TEXAS 77208-1389

| | |
|---|---|
| NAME OF SUBMITTER: | Constance Gall Rhebergen |
| Signature: | /constance gall rhebergen/ |
| Date: | 09/01/2005 |

Total Attachments: 5
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## AMENDMENT TO TRADEMARK SECURITY AGREEMENT SUPPLEMENT

**WHEREAS,** Power Well Services, L.P., a Texas limited partnership f/k/a Power Chokes, L.P. ("Debtor"), previously entered into that certain Trademark Security Agreement Supplement dated July 30, 2004, recorded in the United States Patent and Trademark Office on August 12, 2004, at Reel 2915, Frame 0609 (as modified from time to time, the "Security Agreement Supplement"; the defined terms of which are used herein unless otherwise defined herein), in favor of Bank of America, N.A., in its capacity as administrative agent under that certain Credit Agreement dated as of July 30, 2004 (the "Existing Credit Agreement"), among Power Well Services, Inc., the guarantors party thereto, including Debtor, and the lenders and agents from time to time party thereto;

**WHEREAS,** the Existing Credit Agreement is being amended and restated in its entirety pursuant to that certain Amended and Restated Credit Agreement dated as of August 17, 2005, among Power Well Services, Inc., as the borrower, the guarantors party thereto, including Debtor, Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent") and L/C issuer, and the other agents and lenders from time to time party therto, as the same may be amended, restated, or otherwise modified from time to time (the "Credit Agreement");

**WHEREAS,** in connection with the amendment and restatement of the Existing Credit Agreement, the Security Agreement (as defined in the Security Agreement Supplement) is being amended to confirm that it continues to secure obligations under the Credit Agreement; and

**WHEREAS,** Debtor desires to enter into this Amendment to Trademark Security Agreement Supplement to reflect, inter alia, the amendment and restatement of the Existing Credit Agreement in the Security Agreement Supplement;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor hereby agrees as follows:

1. Debtor does hereby amend the Security Agreement Supplement by replacing the phrase "10815 Huffmeister Road, Cypress, Texas" in the first "WHEREAS" clause with the phrase "12777 Jones Road, Suite 280, Houston, Texas 77070".

2. Debtor does hereby amend the Security Agreement Supplement by replacing the second "WHEREAS" clause in its entirety with the following:

> "**WHEREAS**, Power Well Services, Inc., a Delaware corporation (the "Borrower"), Debtor, and the other guarantors party thereto (collectively with the Borrower and the Debtor, the "Loan Parties") have entered into an Amended and Restated Credit Agreement dated as of August 17, 2005, with the financial institutions from time to time party thereto (the "Lenders"), Bank of America, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the Lenders and L/C Issuer, and certain other agents from time to time party thereto, which amends and restates in its entirety that certain Credit Agreement dated as of July 30, 2004, among the Borrower, the Debtor, and the lenders and agents from time to time party thereto (as the same may be amended, restated, or otherwise modified from time to time, the "Credit Agreement")."

3. The Debtor does hereby amend the Security Agreement Supplement by replacing Schedule 1-A annexed thereto in its entirety with Schedule 1-A annexed hereto.

4. Except as amended herein, the Security Agreement Supplement remains in full force and effect as originally executed and Debtor hereby confirms its grant to the Administrative Agent of a security interest in the Collateral as set forth in in the Security Agreement Supplement. Debtor acknowledges and agrees that this Amendment to Trademark Security Agreement Supplement shall in no manner impair or affect the validity or enforceability of the Security Agreement Supplement.

[SIGNATURE PAGE FOLLOWS]

#1869006



TRADEMARK
REEL: 003151 FRAME: 0844

**IN WITNESS WHEREOF**, Debtor has duly executed or caused this Amendment to Trademark Security Agreement Supplement to be duly executed as of August 17, 2005.

**POWER WELL SERVICES, L.P.**

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

By: Jim Claunch

Jim Claunch
Executive Vice President, Treasurer and
Chief Financial Officer



TRADEMARK
REEL: 003151 FRAME: 0845

STATE OF TEXAS

COUNTY OF HARRIS

On this 17th day of August, 2005, before me personally appeared Jim Claunch, to me known, who, being by me duly sworn, did depose and say that he resides at 13102 Spring Mint Ct.; Cypress, Texas 77429 and that he is Executive Vice President, Treasurer and Chief Financial Officer of Power Well Service GP, LLC, the general partner of Power Well Services, L.P.; and that he signed his name thereto in his capacity as an authorized officer of said limited liability company pursuant to such authority.

Brandie M. Martin
Notary Public

BRANDIE M. MARTIN
Notary Public, State of Texas
My Commission Expires
March 21, 2007



TRADEMARK
REEL: 003151 FRAME: 0846

## SCHEDULE 1-A TO AMENDMENT TO

## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

| Trademark | Application or Registration Date | Application Serial No. or Registration No. |
|---|---|---|
| Power Chokes Logo | 4/17/01 | 2,444,250 |
| Power Chokes | 2/08/05 | 2,926,053 |
| Poweramps | 1/26/04 | 76/571,815 |
| Trained Operations Professional Safety Health Environment Leadership Focus TOPSHELF Power Chokes Team (and Design) | 8/20/04 | 76/608,053 |



TRADEMARK
RECORDED: 09/01/2005
REEL: 003151 FRAME: 0847