TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Power Well Services, Inc.		08/17/2005	CORPORATION: DELAWARE

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: 3

Property Type	Number	Word Mark
Serial Number:	78489406	POWERWELL SERVICES
Serial Number:	78489401	POWERWELL SERVICES
Serial Number:	78489391	POWERWELL SERVICES

OP $90.00 78489406

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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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Power Well Services, Inc., a Delaware corporation (herein referred to as the "Debtor"), having an address at 12777 Jones Road, Suite 280, Houston, Texas 77070, (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 l(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, the Debtor, as borrower, and certain of its afilliates, as guarantors (collectively with 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 Debtor, as borrower, certain of its affiliates, as guarantors, 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").

WHEREAS, the Debtor and the other Loan Parties have entered into a Security Agreement (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 payment and performance 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

#1874806

TRADEMARK
REEL: 003151 FRAME: 0851

IN WITNESS WHEREOF, Power Well Services, Inc. has duly executed or caused this Supplement to the Security Agreement to be duly executed as of August 17, 2005.

POWER WELL SERVICES, INC.

By: Jim Claunch

Jim Claunch
Executive Vice President, Treasurer and
Chief Financial Officer

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: 0853

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARKS HELD BY POWER WELL SERVICES, INC.	APPL DATE	APPL NO.
POWERWELL SERVICES (AND DESIGN)	09/24/2004	78/489406
POWERWELL SERVICES (AND DESIGN)	09/24/2004	78/489401
POWERWELL SERVICES (AND DESIGN)	09/24/2004	78/489391

TRADEMARK
RECORDED: 09/01/2005 REEL: 003151 FRAME: 0854