

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
Intelliserv, Inc.		11/15/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	1000 Louisiana St., 3rd Floor
Internal Address:	Mail Code MAC T5002-031
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	78542699	INTELLICOAX
Serial Number:	78530793	INTELLICOIL
Serial Number:	78489067	INTELLIFISH
Serial Number:	78595140	INTELLIFRAC
Serial Number:	78448740	INTELLIHWDP
Serial Number:	78489962	INTELLILINK
Serial Number:	78324502	INTELLINET
Serial Number:	78489896	INTELLIPILOT
Serial Number:	78489877	INTELLITRAK
Serial Number:	78595125	INTELLITUBE
Serial Number:	78585582	WDP
Serial Number:	78585515	WIRED DRILL PIPE
Serial Number:	78585564	WIRED PIPE

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Registration Number:	2687503	INTELLIBYTE
Registration Number:	2738929	INTELLICHIP
Registration Number:	2701430	INTELLICOM
Registration Number:	2633301	INTELLIDRILL
Registration Number:	2689448	INTELLIJAR
Registration Number:	2689447	INTELLILOG
Registration Number:	2681914	INTELLINODE
Registration Number:	2613524	INTELLIPIPE
Registration Number:	2757451	INTELLISENSE
Registration Number:	2684805	INTELLISERV
Registration Number:	2762804	INTELLISOFT
Registration Number:	2681915	INTELLISTEER
Registration Number:	2757450	INTELLITOOL
Registration Number:	2895912	PIPENET

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

ATTORNEY DOCKET NUMBER:	060877.091127
NAME OF SUBMITTER:	Constance Gall Rhebergen
Signature:	/constance gall rhebergen/
Date:	12/15/2005

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

(Pledge of Trademarks Owned by Intelliserv, Inc.)

Dated as of _____, 2005

WHEREAS, the entity listed on Schedule 1-A hereto (the "Debtor"), whose jurisdiction and type of organization and address is as set forth on Schedule 1-A hereto, (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 for such Debtor on Schedule 1-B hereto, which trademarks, trade names, trade styles, and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Grant Prideco, Inc., a Delaware corporation (the "Parent") and certain subsidiaries of the Parent party thereto (the Parent and such subsidiaries collectively being the "Borrowers") have entered into a Credit Agreement dated as of May 12, 2005 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement") with Wells Fargo Bank, National Association, in its capacity as administrative agent (in such capacity, the "Administrative Agent"), Bank of America, N.A., as syndication agent, and the lenders and agents from time to time party thereto.

WHEREAS, the Debtor, the Parent, and certain other subsidiaries of the Parent have entered into a Security Agreement (as amended, supplemented, or otherwise modified from time to time, 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 holders of the Secured Obligations, a security interest in all right, title, and interest of such 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 such 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 such Debtor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance, and observance of the Secured Obligations (as defined in the Security Agreement);

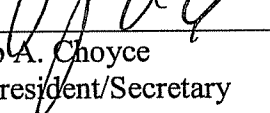
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance, and observance of 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 Wells Fargo Bank, National Association, Energy Services Group, Mail Code MAC T5002-031, 1000 Louisiana St., 3rd Floor, Houston, TX 77002, Attn: Alan Smith.

IN WITNESS WHEREOF, the Debtor has duly executed or caused this Trademark Supplement to the Security Agreement to be duly executed as of the date first set forth above.

INTELLISERV, INC.

By: 
Name: Philip A. Choyce
Title: Vice President/Secretary

STATE OF)
) ss.:
COUNTY OF)

On this 15 day of Nov, 2005, before me personally appeared Philip A. Choyce, to me known, who, being by me duly sworn, did depose and say that he/she resides at Houston, Texas and that he/she is V.P./Secretary of the Debtor, or of the general partner of such Debtor; and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said Debtor or said general partner of said Debtor pursuant to such authority.

Notary Public *Jayne Sigel*



Schedule 1-A

to the Trademark Security Agreement Supplement

DEBTOR

Debtor	Jurisdiction of Formation	Principal Place of Business	Type of Entity
Intelliserv, Inc.	Delaware	400 N. Sam Houston Parkway East, Suite 900, Houston, TX 77060	Corporation

Schedule 1-B

to the Trademark Security Agreement Supplement

TRADEMARKS

OWNER	MARK	STATUS	REG. NO. / REG. DATE SERIAL NO. / FILING DATE
Intelliserv, Inc.	IntelliByte	Registered	2,687,503 February 11, 2003 78/058,677 April 16, 2001
Intelliserv, Inc.	IntelliChip	Registered	2,738,929 July 15, 2003 78/058,434 April 13, 2001
Intelliserv, Inc.	IntelliCoax	Pending	78/542,699 January 5, 2005
Intelliserv, Inc.	IntelliCoil	Pending	78/530,793 December 10, 2004
Intelliserv, Inc.	IntelliCom	Registered	2,701,430 March 25, 2003 78/058,405 April 13, 2001
Intelliserv, Inc.	IntelliDrill	Registered	2,633,301 October 8, 2002 78/016,360 July 12, 2000
Intelliserv, Inc.	IntelliFish	Pending	78/489,067 September 24, 2004
Intelliserv, Inc.	IntelliFrac	Pending	78/595,140 March 25, 2005
Intelliserv, Inc.	IntelliHWDP	Pending	78/448,740 July 9, 2004
Intelliserv, Inc.	IntelliJar	Registered	2,689,448 February 18, 2003 78/058,683 April 16, 2001
Intelliserv, Inc.	IntelliLink	Pending	78/489,962 September 27, 2004

OWNER	MARK	STATUS	REG. NO. / REG. DATE SERIAL NO. / FILING DATE
Intelliserv, Inc.	IntelliLog	Registered	2,689,447 February 18, 2003 78/058,640 April 16, 2001
Intelliserv, Inc.	IntelliNet	Pending	78/324,502 November 7, 2003
Intelliserv, Inc.	IntelliNode	Registered	2,681,914 January 28, 2003 78/058,338 April 13, 2001
Intelliserv, Inc.	IntelliPilot	Pending	78/489,896 September 27, 2004
Intelliserv, Inc.	IntelliPipe	Registered	2,613,524 August 27, 2002 78/016,208 July 11, 2000
Intelliserv, Inc.	IntelliSense	Registered	2,757,451 August 26, 2003 78/058,693 April 16, 2001
Intelliserv, Inc.	IntelliServ	Registered	2,684,805 February 4, 2003 78/101,102 January 5, 2002
Intelliserv, Inc.	IntelliSoft	Registered	2,762,804 September 9, 2003 78/058,666 April 16, 2001
Intelliserv, Inc.	IntelliSteer	Registered	2,681,915 January 28, 2003 78/058,680 April 16, 2001
Intelliserv, Inc.	IntelliTool	Registered	2,757,450 August 26, 2003 78/058,688 April 16, 2001
Intelliserv, Inc.	Intellitrak	Pending	78/489,877 September 27, 2004
Intelliserv, Inc.	IntelliTube	Pending	78/595,125 March 25, 2005

OWNER	MARK	STATUS	REG. NO. / REG. DATE SERIAL NO. / FILING DATE
Intelliserv, Inc.	Pipenet	Registered	2,895,912 October 19, 2004 78/325,042 November 7, 2003
Intelliserv, Inc.	WDP	Pending	78/585,582 March 11, 2005
Intelliserv, Inc.	Wired Drill Pipe	Pending	78/585,515 March 11, 2005
Intelliserv, Inc.	Wired Pipe	Pending	78/585,564 March 11, 2005