

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Warrior Wireline Corp.		12/16/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78631589	BWWC ADVANCED PROPELLANTS A BWWC CO.	
Registration Number:	2732031	BLACK WARRIOR WIRELINE CORPORATION	
Registration Number:	2756066	BWWC	
Registration Number:	2899047	PARTY PAK	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5149		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-2533		
Email:	jbalcita@kslaw.com		
Correspondent Name:	Jeffrey P. Balcita		
Address Line 1:	191 Peachtree Street		
Address Line 2:	49th Floor		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	21300.015141		
NAME OF SUBMITTER:	Jeffrey P. Balcita		

CH \$115.00 78631589

Signature:	/s/ Jeffrey P. Balcita
Date:	12/19/2005
Total Attachments: 5 source=Trademark Sec Agmnt - second lien#page1.tif source=Trademark Sec Agmnt - second lien#page2.tif source=Trademark Sec Agmnt - second lien#page3.tif source=Trademark Sec Agmnt - second lien#page4.tif source=Trademark Sec Agmnt - second lien#page5.tif	

THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 16, 2005 AMONG THE PARTIES HERETO AND GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT FOR LENDERS UNDER THE FIRST LIEN CREDIT AGREEMENT, AS SET FORTH IN SECTION 4 HEREOF.

TRADEMARK SECURITY AGREEMENT
(Second Lien)

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of December 16, 2005, by BLACK WARRIOR WIRELINE CORP., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Second Lien Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Borrower;

WHEREAS, pursuant to the Security Agreement ("Security Agreement", as defined in the Credit Agreement), Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTERCREDITOR AGREEMENT. The security interest of Agent in favor of Lenders granted hereunder and the rights of such parties in respect thereof shall be subject to and entitled to the benefits of the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern. Prior to the Termination Date (as such term is defined in the First Lien Credit Agreement), in the event that any obligation of a Grantor hereunder conflicts with an obligation of such Grantor under the Trademark Security Agreement (as such term is defined in the First Lien Credit Agreement), such Grantor will first comply with its obligation under the Trademark Security Agreement (as such term is defined in the First Lien Credit Agreement), and then, to the extent possible, comply with its obligations hereunder, and any failure so to comply hereunder, due to compliance with the Trademark Security Agreement (as such term is defined in the First Lien Credit Agreement) shall not be a Default or Event of Default under the Loan Documents.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLACK WARRIOR WIRELINE CORP.

By: 
Name: William L. Jenkins
Title: Chief Executive Officer

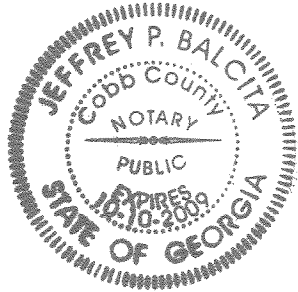
ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 15th day of December, 2005 before me personally appeared William L. Jenkins, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Black Warrior Wireline Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

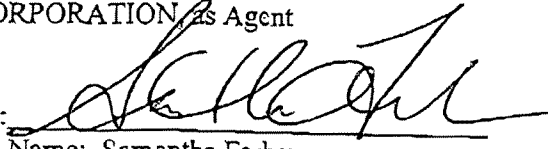
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ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, *its* Agent

By: _____



Name: Samantha Farber

Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - SECOND LIEN]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark	Serial No.	Registration No.	Date
BWWC ADVANCED PROPELLANTS A BWWC CO.	78631589		May 17, 2005
BLACK WARRIOR WIRELINE CORP.		2,732,031	July 1, 2003
BWWC ARROWHEAD		2,756,066	August 26, 2003
X-TEND-A-PERF		2,899,047	November 22, 2004