

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CH \$115.00 78631589**

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

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

AMENDED AND RESTATED 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 Agent for Lenders.

**WITNESSETH:**

WHEREAS, Grantor, Agent and the Persons signatory thereto from time to time as Lenders are parties to that certain Amended and Restated Credit Agreement, dated as of November 14, 2004 (as from time to time amended, restated, supplemented or otherwise modified, the "Original Credit Agreement"), pursuant to which Lenders have made loans and other extensions of credit to or for the benefit of Grantor;

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of November 14, 2004 (as from time to time amended, restated, supplemented or otherwise modified, the "Original Trademark Security Agreement"), pursuant to which, as security for the payment and performance of its obligations under the Original Credit Agreement, Grantor has granted to Agent a security interest in all of the collateral described therein;

WHEREAS, the parties to the Original Credit Agreement have agreed to amend and restate the Original Credit Agreement in its entirety pursuant to the terms of that certain Second Amended and Restated 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");

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Lenders to make the Loans as provided for in the Credit Agreement, Grantor has agreed to grant security interests in and liens on the collateral described herein to secure the Obligations under (and as defined in) the Credit 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, the parties hereto agree that the Original Trademark Security Agreement is hereby amended and restated in its entirety to read as follows (it being understood that the security interest granted pursuant to the Original Trademark Security Agreement is continued uninterrupted hereby):

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.

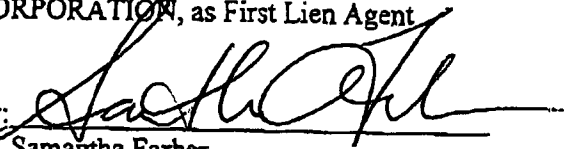
*[signature page follows]*



ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as First Lien Agent

By:



Samantha Farber

Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

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