

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CDX Gas, LLC		03/31/2006	LIMITED LIABILITY COMPANY:

## RECEIVING PARTY DATA

Name:	Bank of Montreal, as First Lien Collateral Agent
Street Address:	115 LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank:

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2544846	CDX
Registration Number:	2706841	THE WHOLE EARTH COMPANY
Registration Number:	2926541	Z-PINNATE
Registration Number:	3034940	CDX GAS
Registration Number:	3034941	CDX GAS
Serial Number:	78521179	EXP
Serial Number:	78536062	EXP
Serial Number:	78535931	EXPRESS DRILLING SYSTEMS EXP
Serial Number:	78475886	YOUR SOURCE FOR SECURE ENERGY.

## CORRESPONDENCE DATA

Fax Number: (866)459-2899

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-783-2700

900048484

TRADEMARK  
REEL: 003304 FRAME: 0766

CH \$240.00 2544846

Email: Oleh.Hereliuk@federalresearch.com  
Correspondent Name: CBC Companies dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	357787
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NAME OF SUBMITTER:	Oleh Hereliuk
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Signature:	/oh/
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Date:	05/08/2006
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Total Attachments: 6  
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FIRST LIEN TRADEMARK SECURITY AGREEMENT  
dated as of March 31, 2006 (this "*Agreement*"), among CDX Gas, LLC (the "*Grantor*"), and Bank of Montreal, as first lien administrative agent (in such capacity, the "*Administrative Agent*").

Reference is made to (a) the First Lien Guarantee and Collateral Agreement dated as of March 31, 2006 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among CDX Funding, LLC, a Delaware limited liability company (the "*Borrower*"), CDX Acquisition Company, LLC, a Delaware limited liability company ("*Holdings*"), the Domestic Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent and (b) the First Lien Credit Agreement dated as of March 31, 2006 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the Lenders from time to time party thereto and Bank of Montreal, as Administrative Agent. The Lenders and the Issuing Bank have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof,

including those listed on Schedule I hereto, (b) all goodwill connected with the use and symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

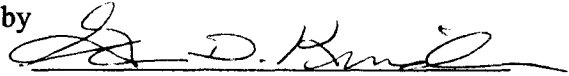
SECTION 3. Guarantee and Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Lien Trademark Security Agreement as of the day and year first above written.

CDX GAS, LLC,

by



Name: GLEN D. KINDER

Title: PRESIDENT

BANK OF MONTREAL, as Administrative Agent,

by

\_\_\_\_\_  
Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this First  
Lien Trademark Security Agreement as of the day and year first above written.

CDX GAS, LLC,

by

\_\_\_\_\_  
Name:

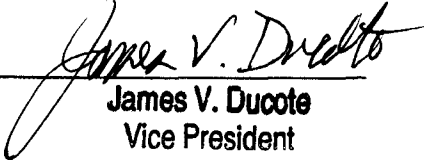
Title:

BANK OF MONTREAL, as Administrative  
Agent,

by


\_\_\_\_\_  
Name:

Title:



  
**James V. Ducote**  
Vice President

[[NYCORP:2592430]]

**U.S. TRADEMARK REGISTRATIONS\*\***

<b><u>TRADEMARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>APPIN. NO.</u></b>	<b><u>FILING DATE</u></b>	<b><u>REG. DATE</u></b>
CDX	2544846	76/247,877	26-Apr-2001	5-Mar-2002
THE WHOLE EARTH COMPANY	2706841	76/414,993	20-May-2002	15-Apr-2003
Z-PINNATE	2926541	76/265,877	1-Jun-2001	15-Feb-2005
CDX GAS	3034940	78/472,768	24-Aug-2004	27-Dec-2005
(CDX GAS Logo) 	3034941	78/473,425	25-Aug-2004	27-Dec-2005

**U.S. TRADEMARK APPLICATIONS\*\***

<b><u>TRADEMARK</u></b>	<b><u>APPIN. NO.</u></b>	<b><u>FILING DATE</u></b>
EXP	78/521,179	22-Nov-2004
(EXP Stylized) 	78/536,062	21-Dec-2004
(EXPRESS DRILLING SYSTEMS and EXP Stylized) Express Drilling Systems 	78/535,931	21-Dec-2004
YOUR SOURCE FOR SECURE ENERGY.	78/475,886	30-Aug-2004

**STATE TRADEMARK REGISTRATIONS**

None.