

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Fishing Tools Specialty, L.P.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Texas

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ultra Premium Oilfield Services, Ltd.

Internal Address: _____

Address: _____

Street Address: 3333 Brazos Street

City: Odessa

State: Texas

Country: US Zip: 79764

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship Kentucky
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 20, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/783,136 - ULTRA (word mark)
78/877,212 - ULTRA (design mark)

B. Trademark Registration No.(s)
2,099,665 - ULT (design mark)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey J. Phillips

Internal Address: _____

Street Address: 1111 Louisiana, 25th Floor

City: Houston

State: Texas Zip: 77002

Phone Number: 713-787-1400

Fax Number: 713-787-1440

Email Address: _____

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 08-3038/13699.0002.0

Authorized User Name Jeffrey J. Phillips

9. Signature:

Signature

August 22, 2006

Date

Jeffrey J. Phillips

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CIH \$90.00 083038 78783136

TRADEMARK ASSIGNMENT

WHEREAS, **Fishing Tools Specialty, L.P.**, a Texas limited partnership (hereinafter referred to as "Assignor"), having its principal offices at 3333 Brazos Street, Odessa, Texas 79764, USA, is the owner of the following Trademarks:

Registration No.

2,099,665

Issue Date

September 23, 1997

Application No.

78/783,136

Filing Date

December 30, 2005

78/877,212

May 5, 2006

Common Law Trademarks Related to the ULT Product Line

ULT-C

ULT-F

ULT-FX

ULTra – FJ

ULTra – SF

ULTra – FX

Domain Name

curleysfishingtools.com

WHEREAS, **Ultra Premium Oilfield Services, Ltd.**, a Kentucky limited partnership (hereinafter referred to as "Assignee"), having its principal offices at 3333 Brazos Street, Odessa, Texas 79764, USA, is desirous of acquiring all right, title and interest in and to the above Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registration(s) thereof; and,

WHEREAS, it is desired that the assignment of the Trademarks listed be made a matter of record in the United States Patent & Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, transfers and conveys unto Assignee all of its right, title and interest, whether statutory or common law, in and to the aforesaid Trademarks, together with the goodwill of the business symbolized by the Trademarks, and including the registration thereof,

and further hereby covenants, agrees and undertakes to carry out in good faith the intent and purpose of this Assignment and to execute, whenever requested by Assignee, all applications, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademarks hereby assigned, all without further compensation to Assignor;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee;

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized representative on this 20th day of July, 2006.

Signature: Wayne D. Gilliam Jr.
On behalf of: **Fishing Tools Specialty, L.P.**

Printed Name: Wayne D. Gilliam Jr.

Date: 7-20-06

COUNTY OF EL PASO)
STATE OF TEXAS) ss.

BEFORE ME, the undersigned authority, on this 20 day of July, 2006, personally appeared Wayne D. Gilliam Jr. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same, in his/her official capacity as President of **Fishing Tools Specialty, L.P.**, of his/her own free will for the purposes and consideration therein expressed.



[Signature]
Notary or Consular Officer