

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
Key Energy Services Incorporated		11/29/2007	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Bank of America, NA
Street Address:	231 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	69697
Entity Type:	National Association:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2823179	KEY
Registration Number:	2789908	KEY
Registration Number:	2823184	KEY
Registration Number:	2793185	KEY
Registration Number:	2793182	UNLOCK YOUR POTENTIAL
Registration Number:	2891149	UNLOCK YOUR POTENTIAL
Registration Number:	2823181	KEY ENERGY
Registration Number:	2819710	KEY ENERGY SERVICES
Registration Number:	2796275	KEYVIEW
Registration Number:	1532341	FCI
Registration Number:	3239876	PEACEMAKER
Registration Number:	3239878	KEY
Serial Number:	78417015	STIMFLOW
Serial Number:	78417021	STIMFLOW

OP \$365.00 2823179

CORRESPONDENCE DATA

Fax Number: (713)221-1212
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 713.223.2300
Email: oscar.espinosa@bgllp.com
Correspondent Name: Bracewell & Giuliani LLP
Address Line 1: 711 Louisiana Street, Suite 2300
Address Line 2: Intellectual Property Group
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	KEY ENERGY SERVICES DEAL
NAME OF SUBMITTER:	Constance Gall Rhebergen
Signature:	/constance gall rhebergen/
Date:	01/07/2008

Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Key Energy Services, Inc., a Maryland corporation (herein referred to as the "Debtor"), having an address at 1301 McKinney St., Suite 1800, Houston, TX 77010, (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 on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Debtor has entered into a Credit Agreement dated as of November 29, 2007 (as amended or otherwise modified from time to time, the "Credit Agreement") with the financial institutions from time to time party thereto (the "Lenders"), Bank of America, N.A., in its capacity as paying agent (in such capacity, the "Paying Agent"), Co-Administrative Agent, Swing Line Lender and L/C Issuer, and Wells Fargo Bank, National Association, in its capacity as Co-Administrative Agent, Swing Line Lender and L/C Issuer.

WHEREAS, in connection with the Credit Agreement, the Debtor and certain subsidiaries of the Debtor have entered into a Security Agreement (as amended or otherwise modified from time to time, the "Security Agreement") in favor of the Paying Agent, pursuant to which the Debtor has granted to the Paying Agent, for the benefit of the holders of the Secured Obligations (as defined in the Security Agreement), a security interest in all right, title and interest of the 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 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 the Debtor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

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 Paying 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 Paying 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 Paying Agent's address is 231 South LaSalle St., Chicago, IL 69697.






IN WITNESS WHEREOF, Key Energy Services, Inc. has duly executed or caused this Supplement to the Security Agreement to be duly executed as of November 29, 2007.

KEY ENERGY SERVICES, INC.


By: 

Richard J. Alario
Chairman, President and Chief Executive
Officer

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Country	Trademark	Registration No.	Status
U.S.	KEY	2,823,179	Registration Date: March 16, 2004
U.S.	KEY	2,789,908	Registration Date: December 2, 2003
U.S.		2,823,184	Registration Date: March 16, 2004
U.S.		2,793,185	Registration Date: December 9, 2003
U.S.	UNLOCK YOUR POTENTIAL	2,793,182	Registration Date: December 9, 2003
U.S.	UNLOCK YOUR POTENTIAL	2,891,149	Registration Date: October 5, 2004
U.S.	KEY ENERGY	2,823,181	Registration Date: March 16, 2004
U.S.	KEY ENERGY SERVICES	2,819,710	Registration Date: March 2, 2004
U.S.	KEYVIEW	2,796,275	Registration Date: December 16, 2003
U.S.		,532,341	Registration Date: March 28, 1989
U.S.	New Key Energy Logo II 	3,239,876	Registration Date: May 8, 2007
U.S.		3,239,878	Registration Date: May 8, 2007

PENDING TRADEMARK APPLICATIONS

Country	Trademark	Application No.	Status
U.S.	STIMFLOW	78/417,015	Pending
U.S.		78/417,021	Pending

#2132820.2