

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 9097-34

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):

Duhn Oil Tool, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) December 19, 2007

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Freeport Financial LLC, as agent

Internal

Address:

Street Address: 500 W. Madison

City: Chicago

State: IL

Country: USA Zip: 60661

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

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: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140

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

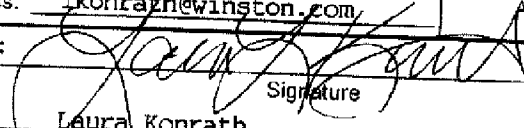
8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:



Laura Konrath

Signature

Date

1/30/08

Name of Person Signing

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


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

CH \$140.00 232428 3089634

Continuation  
Item  
4

**SCHEDULE 1**  
to  
**Trademark Security Agreement**

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

Mark / Names	Country	Status/Description	Serial No./ Filing Date	Reg. No./ Registered	Owner
Q92	U.S.	Registered	78/513,428 11/8/2004	3,089,634 5/9/2006	Duhn Oil Tool, Inc.
QDF	U.S.	Registered	76/281,436 6/28/2001	2,665,728 12/24/2002	Duhn Oil Tool, Inc.
Quicklock Wellhead System	U.S.	Registered	76/281,438 6/28/2001	2,949,576 5/10/2005	Duhn Oil Tool, Inc.
WHI 	U.S.	Registered	76/281,433 6/28/2001	2,751,856 8/19/2003	Duhn Oil Tool, Inc.
WHI	U.S.	Registered	76/281,437 6/28/2001	2,668,310 12/31/2002	Duhn Oil Tool, Inc.
Quicklock Wellhead System™	-	In use with ™ designation on Company Web Site	-	-	Duhn Oil Tool, Inc.
The Original QDF®.	-	In use with ® designation on Company Web Site	-	-	Duhn Oil Tool, Inc.

**TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES**

None.

**TRADEMARK SECURITY AGREEMENT**

**(TRADEMARKS, TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES)**

WHEREAS, Duhn Oil Tool, Inc. (d/b/a Wellhead Inc.), a California corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as of December 19, 2007 (as further amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, Seaboard International Inc., the other loan parties party thereto, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Freeport Financial LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Subsidiary Security Agreement dated as of April 18, 2007 (as amended, restated, supplemented or modified from time to time, the "Security Agreement") among Seaboard Wireline, Inc., a Texas corporation, Grantor and Freeport Financial LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, "Grantee"), to which Grantor has joined pursuant to the Affirmation Agreement (as defined in the Credit Agreement), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Credit Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Credit Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property

rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

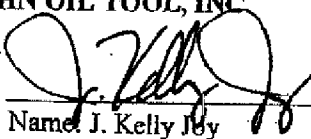
The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the December 19, 2007.

**DUHN OIL TOOL, INC**

By: \_\_\_\_\_



Name: J. Kelly Joy

Title: President and Chief Executive Officer

**ACKNOWLEDGED:**

**FREEPORT FINANCIAL LLC, as Agent**

By: \_\_\_\_\_

Name:

Title:

*Signature Page to Trademark Security Agreement*


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the December 19, 2007.

**DUHN OIL TOOL, INC.**

By: \_\_\_\_\_  
Name:  
Title:


**ACKNOWLEDGED:**

**FREEPORT FINANCIAL LLC, as Agent**

By:  \_\_\_\_\_  
Name: Chad Blakeman  
Title: Authorized Signatory

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**to**  
**Trademark Security Agreement**

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WHI	U.S.	Registered	76/281,437 6/28/2001	2,668,310 12/31/2002	Duhn Oil Tool, Inc.
Quicklock Wellhead System™	-	In use with ™ designation on Company Web Site	-	-	Duhn Oil Tool, Inc.
The Original QDF®.	-	In use with ® designation on Company Web Site	-	-	Duhn Oil Tool, Inc.

**TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES**

None.

CHI:2012279.3