

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
Ulterra Drilling Technologies, L.P.		12/20/2007	LIMITED PARTNERSHIP: UNITED STATES
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	120 Long Ridge Rd		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06927		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2485582	EXCALIBUR	
Serial Number:	78702475	ULTERRA	
Serial Number:	78744010	U ULTERRA MWD	
Serial Number:	78718335	U	
CORRESPONDENCE DATA			
Fax Number:	(202)373-6000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-363-6062		
Email:	kathleen.caulfield@bigham.com		
Correspondent Name:	Kathleen E. Caulfield		
Address Line 1:	2020 K St. NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	0000329096		

OP \$115.00 2485582

NAME OF SUBMITTER:	Kathleen E. Caulfield
Signature:	/s/Kathleen E. Caulfield
Date:	02/28/2008
Total Attachments: 6 source=Trademark Security Agmt#page1.tif source=Trademark Security Agmt#page2.tif source=Trademark Security Agmt#page3.tif source=Trademark Security Agmt#page4.tif source=Trademark Security Agmt#page5.tif source=Trademark Security Agmt#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 20th day of December, 2007, among the grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as administrative agent and collateral agent for the Lender Group (as defined in the Credit Agreement described below) (in such capacity, together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement"), among Ulterra Drilling Technologies, L.P., a Texas limited partnership ("Ulterra Drilling"), United Diamond, LP, an Alberta limited partnership ("Canadian Borrower", and together with Ulterra Drilling, the "Borrowers"), the lenders from time to time signatories thereto (collectively, the "Lenders"), the Canadian Agent (as defined in the Credit Agreement) and Agent, the Lenders are willing to make certain loans to the Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group (as defined in the Credit Agreement) are willing to make the loans to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Agent, for the benefit of the Lender Group, that certain Pledge and Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Agent, for the benefit of the Lender Group, this Trademark Security 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such 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 to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and

training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark;

provided, that, notwithstanding anything to the contrary, this Trademark Security Agreement shall not evidence a Lien on, and the Trademark Collateral shall not include, an application to register Trademarks with the United States Patent and Trademark Office based upon such Grantor's "intent to use" such Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors to the Agent or the other members of the Lender Group, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Agent as required under Section 4.13 of the Credit Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party

against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.


8. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ULTERRA DRILLING TECHNOLOGIES, L.P., a
Texas limited partnership

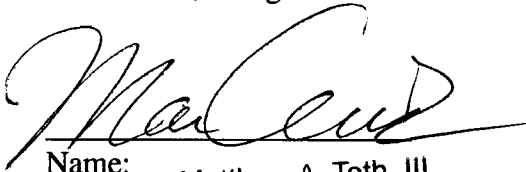
By: RBI GP LLC, a Delaware limited liability
company, its general partner

By: 
Name: Ronald F. Thomason
Title: Secretary and Chief Financial
Officer

[Signatures continue on the following page.]

**ACCEPTED AND ACKNOWLEDGED
BY:**

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: 

Name: Matthew A. Toth, III
Title: Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks of Ultrerra Drilling Technologies, L.P.:

Trademark	Country	Application No./Filing Date	Registration No./Registration Date
EXCALIBUR	US	75/499925 6/10/1998	2,485,582 9/4/01
ULTERRA	US	78/702475 8/29/05	N/A/
ULTERRA	Canada	1270460 8/30/05	N/A
ULTERRA (stylized)	US	78/744010 10/31/05	N/A
“U” (stylized)	US	78/718335 9/22/05	N/A
“U” (stylized)	Canada	1273082 9/22/05	N/A