

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keystone Drill Services, Inc.		05/23/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Keystone Drill Services, LLC		
Street Address:	184 Alisa Street		
City:	Somerset		
State/Country:	PENNSYLVANIA		
Postal Code:	15501		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2649016	KEYSTONE DRILL SERVICES	
Registration Number:	2624582	KEYSTONE DRILL SERVICES INC.	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-2533		
Email:	jbalcita@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	Jeffrey P. Balcita		
Address Line 2:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	02176.015087		
NAME OF SUBMITTER:	Jeffrey P. Balcita		
Signature:	/Jeffrey P. Balcita/		

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Date:

05/27/2008

Total Attachments: 5

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TRADEMARK AND PATENT ASSIGNMENT AGREEMENT

This Trademark and Patent Assignment Agreement (the "*Assignment*") is dated as of May 23, 2008, by and between Keystone Drill Services, Inc., a Pennsylvania corporation (the "*Assignor*"), and Keystone Drill Services, LLC, a Delaware limited liability company ("*Assignee*") and a wholly owned subsidiary of Keystone Air & Drill Supply Co., a Delaware corporation. Capitalized terms appearing in this Assignment, but not otherwise defined, shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor, Stockdale Mine Supply, Inc., a Pennsylvania corporation, Keystone Air & Drill Supply Co., a Delaware corporation, Stockdale Mine Supply, LLC, a Delaware limited liability company, and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 22, 2008 (the "*Purchase Agreement*"), pursuant to which, among other things, Assignor has agreed to sell, convey, transfer and assign to Assignee (i) the United States patent applications which are set forth on Schedule A attached hereto and incorporated herein by this reference, together with any corresponding patent applications filed anywhere in the world which claim priority from the U.S. applications listed on Schedule A or from which the applications listed on Schedule A claim priority, and any patents, reissues, renewals, inventor's certificates, industrial design registrations or reexaminations issuing or resulting from any of the foregoing (collectively "*Patents*"); and (ii) the US trademark registrations listed in Schedule B attached hereto and incorporated herein by this reference, and any corresponding registrations or pending applications filed anywhere in the world, and all common law or other rights arising from Assignor's use of any other word, phrase, symbol, logo, design, brand or similar identifier in commerce to identify Assignor's products or services (collectively "*Trademarks*");

WHEREAS, Assignor is the owner of all right, title and interest in and to the Patents and Trademarks set forth on Schedule A and Schedule B, free and clear of all Liens, other than Permitted Liens; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Patents and Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all of its right, title and interest in and to the Patents and Trademarks, free and clear of all Liens, other than Permitted Liens, together with all of Assignor's right, title and interest in and to the goodwill of the business associated with and symbolized by such Patents and Trademarks, the application and registration therefore, and any rights of Assignor to sue, to recover for damages and profits, and to pursue other remedies for any past or future infringement of the Patents and Trademarks in the United States or any foreign jurisdiction.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further instruments of conveyance, transfer, assignment and other documents, to take any and all further actions, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the registered Patents and Trademarks, to give full effect to this Assignment, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States or any other country.

3. Successors and Assigns. This Assignment is binding on Assignor and its respective successors and assigns, and inures to the benefit of Assignee and its successors and assigns.

4. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware, including all matters of construction, validity and performance.

5. Arbitration. All controversies, disputes and claims arising among the parties hereto in connection with, or with respect to, this Assignment shall be resolved pursuant to the Arbitration provisions set forth in the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has caused its duly authorized representative to execute this Assignment as of the date first above written.

KEYSTONE DRILL SERVICES, INC.

By: Thomas A Walker
Thomas A. Walker
President

SCHEDULE A

PATENTS

<u>Country</u>	<u>Applicants</u>	<u>Assignee</u>	<u>Subject</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	Thomas A. Walker Richard k. Smith, Jr. Stephen R. Means	Keystone Drill Services, Inc.	Multi-Sectional Percussive Drill Bit Assembly	11/422,625	7-Jun-2006
USA	Thomas A. Walker Richard k. Smith, Jr. Stephen R. Means	Keystone Drill Services, Inc.	Multi-Sectional Percussive Drill Bit Assembly	11/563,350	27-Nov-2006

SCHEDULE B

TRADEMARKS

1. Registered Trademarks:

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.A.	KEYSTONE DRILL SERVICES	2,649,016	November 12, 2002
U.S.A.	KEYSTONE DRILL SERVICES, INC (& design)	2,624,582	September 24, 2002

2. Unregistered Trademarks:

None.