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
Keystone Drill Services, LLC		105/23/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	The Prudential Insurance Company of America, as Collateral Agent	
Street Address:	c/o Prudential Capital Group	
Internal Address:	1170 Peachtree Street, Suite 500	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30309	
Entity Type:	Insurance 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

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

404-572-2533 Phone: Email: jbalcita@kslaw.com Correspondent Name: King & Spalding LLP Address Line 1: Jeffrey P. Balcita Address Line 2: 1180 Peachtree Street Atlanta, GEORGIA 30309 Address Line 4:

ATTORNEY DOCKET NUMBER:	02176.015087
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Jeffrey P. Balcita NAME OF SUBMITTER:

TRADEMARK

900107442 **REEL: 003783 FRAME: 0978**

Signature:	/Jeffrey P. Balcita/	
Date:	05/27/2008	
Total Attachments: 4 source=trademark security agreement#page1.tif source=trademark security agreement#page2.tif source=trademark security agreement#page3.tif source=trademark security agreement#page4.tif		

GRANT OF TRADEMARK SECURITY INTEREST

May 23, 2008

WHEREAS, KEYSTONE DRILL SERVICES, LLC, a Delaware limited liability company ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 23, 2008 (the "Security Agreement"), among Grantor, The Prudential Insurance Company of America, as Collateral Agent ("Secured Party") and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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 Following]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KEYSTONE DRILL SERVICES, INC.

Name: Lee J. Monahan

Title: President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

SCHEDULE A

TO

GRANT OF TRADEMARK SECURITY INTEREST

Registered Owner	United States Trademark Description	Registration Number	Registration <u>Date</u>
Keystone Drill Services, Inc.	KEYSTONE DRILL SERVICES	2,649,016	11/12/2002
Keystone Drill Services, Inc.	KEYSTONE DRILL SERVICES, INC. (& design)	2,624,582	9/24/2002

RECORDED: 05/27/2008