

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
Sun Drilling Products Corporation		10/28/2008	CORPORATION: LOUISIANA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	2100 Ross Avenue
Internal Address:	Suite 1850
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	INC. ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1647820	BLACKNITE
Registration Number:	1933127	C-MUL
Registration Number:	2299254	COASTAL SPOT
Registration Number:	2256574	COASTALUBE
Registration Number:	3046843	EZE-SLIDE
Registration Number:	2857708	LIQUI-BEADS
Registration Number:	1093489	LUBRA-GLIDE
Serial Number:	77509288	BLACKMAX
Serial Number:	78816266	FRACBLACK

CORRESPONDENCE DATA

Fax Number: (215)963-5001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-963-4764

CH \$240.00 1647820

Email: smccullen@morganlewis.com
Correspondent Name: Sharon McCullen
Address Line 1: 1701 Market Street
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	0534467-0001
NAME OF SUBMITTER:	Sharon B McCullen
Signature:	/sharonbmccullen/
Date:	10/29/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "*Agreement*"), is made as of October ___, 2008, by and between **SUN DRILLING PRODUCTS CORPORATION**, a Louisiana corporation with an address of 503 Main Street, Belle Chasse, Louisiana 70037 ("*Debtor*"), and **PNC BANK, NATIONAL ASSOCIATION**, with an address of 2100 Ross Avenue, Suite 1850, Dallas, Texas 75201, as agent for all Lenders, as defined below (in such capacity, "*Secured Party*").

WITNESSETH:

WHEREAS, Debtor and Secured Party entered into that certain Revolving Credit, Term Loan, and Security Agreement, dated as of September 25, 2008 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"), by and among Debtor, Secured Party, and the other financial institutions party thereto (including their respective transferees, successors, or assigns, the "*Lenders*");

WHEREAS, pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in substantially all the assets of the Debtor, including, without limitation, all right, title and interest of the Debtor in, to and under all now owned and hereafter acquired trademarks and service marks, and all products and proceeds thereof, to secure the payment of its Obligations; and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party and Lenders to continue making the loans and other extensions of credit pursuant to the Security Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of its Obligations, Debtor does hereby mortgage, pledge and grant to Secured Party, for the benefit of Secured Party and Lenders, a continuing security interest in, all of the following property of Debtor (the "*Trademark Collateral*"), whether now or hereafter owned, acquired, existing or arising:

(a) each trademark and/or service mark owned by Debtor, including, without limitation, those referred to in *Schedule 1*, together with any reissues, continuations, divisions, modifications, substitutions, or extensions thereof; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future infringement of any trademark and/or service mark, including, without limitation, any trademark and/or service mark referred to in *Schedule 1*.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of all Obligations and the termination of all commitments, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Debtor 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

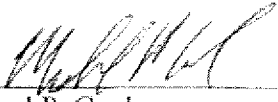
SECTION 6. Related Other Document, Etc. This Agreement is an Other Document executed pursuant to the Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Security Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly qualified officer on the date first written above.

SUN DRILLING PRODUCTS CORPORATION,
a Louisiana corporation,
as Debtor

By: 
Michael P. Cook
Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION,
as Secured Party

By: _____
Anita Inkollu
Vice President

STATE OF LOUISIANA)
) ss.
PARISH OF Plaquemines)

On this 28th day of October 2008, before me personally came Michael P. Cook to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of Sun Drilling Products Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

NOTARY SIGNATURE ONLY
FORM NOT REVIEWED

Notary Public

CHARLES J. BALLY
Notary Public
Parish of Plaquemines
State of Louisiana
Commission Issued For Life
Bar Roll #2719

STATE OF TEXAS)
) ss.
COUNTY OF _____)

On this _____ day of October 2008, before me personally came Anita Inkollu, to me known, who, being by me duly sworn, did depose and say that she is a Vice President of PNC BANK, NATIONAL ASSOCIATION, and that she was authorized to sign her name thereto.


Notary Public

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto effective this ____ day of October, 2008.

SUN DRILLING PRODUCTS CORPORATION,
a Louisiana corporation,
as Debtor

By: _____
Michael P. Cook
Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION,
as Secured Party

By:  _____
Anita Inkollu
Vice President - PNC BC

Schedule 1
to
Trademark Security Agreement

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
BLACKMAX	77509288	[]
BLACKNITE	74080893	1647820
C-MUL	74600190	1933127
COASTAL SPOT	75370169	2299254
COASTALUBE	75370168	2256574
EZE-SLIDE	78331708	3046843
FRACBLACK	78816266	[]
LIQUI-BEADS	76533686	2857708
LUBRA-GLIDE	73113943	1093489

Schedule 1 to Trademark Security Agreement