

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Boots & Coots Services, LLC		02/10/2009	LIMITED LIABILITY COMPANY:
Boots & Coots International Well Control, Inc.		02/10/2009	CORPORATION:
Boots & Coots Services, Inc.		02/10/2009	CORPORATION:
Boots & Coots Special Services, Inc.		02/10/2009	CORPORATION:
Elmagco, Inc.		02/10/2009	CORPORATION:
Hell Fighters, Inc.		02/10/2009	CORPORATION:
IWC Engineering, Inc.		02/10/2009	CORPORATION:
HWC Limited		02/10/2009	CORPORATION:
Snubco USA Inc.		02/10/2009	CORPORATION:
Stassco Holdings, Inc.		02/10/2009	CORPORATION:
Stassco Pressure Control, L.L.C.		02/10/2009	LIMITED LIABILITY COMPANY:
J. W. Wright, Inc.		02/10/2009	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, N.A.
<b>Street Address:</b>	1740 Broadway, MAC C7300-034
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80209
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2361445	BOOTS & COOTS
Registration Number:	2712897	EZ RACK

OP \$90.00 2361445

Registration Number:

2363868

WELLTEAM

**CORRESPONDENCE DATA**

Fax Number: (713)222-3291

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

Phone: 713-221-3306

Email: docketing@bgllp.com

Correspondent Name: Constance G. Rhebergen

Address Line 1: P. O. Box 61389

Address Line 4: Houston, TEXAS 77208-1389

ATTORNEY DOCKET NUMBER:

088599.000034

NAME OF SUBMITTER:

Constance G. Rhebergen

Signature:

/Constance G. Rhebergen/

Date:

03/27/2009

**Total Attachments: 6**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of February 10, 2009 (this "Patent and Trademark Security Agreement") is made by and among Boots & Coots Services, LLC, a Texas limited liability company ("Debtor"), Boots & Coots International Well Control, Inc., a Delaware corporation (the "Parent"), certain subsidiaries of the Parent party hereto (collectively with the Debtor and the Parent, the "Grantors" and individually, a "Grantor"), and Wells Fargo Bank, N.A. as administrative agent (the "Administrative Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to herein).

### Preliminary Statement

This Patent and Trademark Security Agreement is entered into in connection with that certain Credit Agreement dated as of February 10, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement") among Debtor, the Parent, the lenders party thereto from time to time (the "Lenders"), and Wells Fargo Bank, N.A., as Administrative Agent, issuing lender and swing line lender.

Grantors own the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and are parties to the patent and trademark licenses listed on Schedule 1 attached hereto and by this reference incorporated herein.

In connection with the Credit Agreement, the Grantors entered into a Pledge and Security Agreement dated as of February 10, 2009 (as amended or otherwise modified from time to time, the "Pledge and Security Agreement") in favor of the Administrative Agent for the ratable benefit of the Secured Parties, pursuant to which the Grantors have granted to the Administrative Agent a security interest in all rights, title and interest of the Grantors in and to the Intellectual Property Collateral, as such term is defined in the Pledge and Security Agreement, including, without limitation, all rights, title and interest of Grantors, in, to, and under all now owned and hereafter acquired Patent Collateral and Trademark Collateral (each as defined in the Pledge and Security Agreement), set forth on Schedule 1 attached hereto, to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Pledge and Security Agreement).

### Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantors do hereby further confirm, and put on the public record, their grant to the Administrative Agent of a security interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (i) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including but not limited to all the property set forth as "Patents" on Schedule I hereto, and any patent applications in preparation for filing, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (i), and (iii) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above;

(b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including but not limited to all of the property set forth as "Trademarks" on Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, (ii) the right to obtain all reissues, extensions or renewals of the foregoing, (iii) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, and (iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii), and to the extent applicable clause (iii); and

(c) all products and proceeds of the foregoing, including, without limitation, licenses, royalties income, payments, claims, damages and proceeds of infringement suits, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any patent, trademark, or patent or trademark registrations referred to herein, the patent or trademark registrations issued with respect to the patent or trademark applications referred to herein and the trademarks licensed under any trademark license, or (ii) injury to the goodwill associated with any patent, trademark, patent or trademark registration, or patent or trademark licensed under any patent or trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Parties pursuant to the Pledge and Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures on following page]

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

**GRANTORS**

**BOOTS & COOTS SERVICES, LLC**

**BOOTS & COOTS INTERNATIONAL WELL CONTROL, INC.**

**BOOTS & COOTS SERVICES, INC.**

**BOOTS & COOTS SPECIAL SERVICES, INC.**

**ELMAGCO, INC.**

**HELL FIGHTERS, INC.**

**IWC ENGINEERING, INC.**

**HWC LIMITED**

**SNUBCO USA INC.**

**STASSCO HOLDINGS, INC.**

**STASSCO PRESSURE CONTROL, L.L.C.**

**J.W. WRIGHT, INC.**

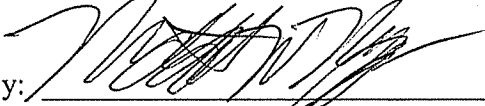
Each By:

  
Cary Baetz

Chief Financial Officer

**ADMINISTRATIVE AGENT:**

**WELLS FARGO BANK, N.A.**

By:   
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Michael W. Nygren  
Vice President

**SCHEDULE I  
TO  
PATENT AND TRADEMARK SECURITY AGREEMENT**

**Item A. Patent Collateral**

Issued Patents

<u>Country</u>	<u>Serial No.</u>	<u>Issued Date</u>	<u>Inventor(s)</u>	<u>Title</u>
USA	5,649,594	July 22, 1997	Larry H. Flak James A. Tuppen  Assigned to and Patent Held in Name Of: IWC Services, Inc., as successor in interest to Boots & Coots, L.P.	Method and Apparatus for Servicing a Well Head Assembly (Dynamic Freeze Process)

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
USA	<u>Provisional US Serial- 61- 001,645</u>  <u>Utility US Serial - 12- 290,608</u>  <u>International PCT Serial - US2008/013438</u>	<u>November 2, 2007</u>     <u>November 2, 2008</u>	<u>Boots &amp; Coots Services, LLC</u>	<u>Flow Back Separators</u>

Patent Applications in Preparation

None.

Item B. Trademark Collateral

Name	Trademarks, Service Marks, Trademark Licenses
<b>PARENT</b>	
Boots & Coots International Well Control, Inc.	Boots & Coots®; Certificate of Registration No. 2,361,445; 10 Year Term, Date of June 27, 2000.  WellSure®; License to Use.
Name	Internet Registered Names
Boots & Coots International Well Control, Inc.	1800blowout.com; 5 yrs.; Date of June 5, 2001. bootsandcoots.com; 5 yrs.; Date of January 11, 2001. bncg.com; ___ years; Date through 2011.
<b>BORROWER</b>	
IWC Services, Inc., as successor in interest to Hydraulic Well Control, LLC Under the Supervision of Thompson & Knight LLP, Dallas, Texas	EZ Rack; Certificate of Registration No. 2,712,897; 10 Year Term; Date of May 6, 2003.
IWC Services, Inc. Under Supervision of Bracewell & Guiliani, LLP, Houston, Texas	U.S. Trademark No. 2,361,445, Registered June 27, 2000; Declaration of Use Accepted September 8, 2006 [RENEWAL DUE JUNE 27, 2010].  BOOTS & COOTS (AND LOGO DESIGN).
Boots and Coots Services, LLC Under Supervision of Thompson & Knight LLP, Dallas Texas	WELLTEAM; Certificate of Registration No. 2,363,868 filed October 7, 1998; Pending Certificate of Registration No. 7,12897/2363868, filed July 4, 2000.
BOOTS & COOTS [& AND] DESIGN [LOGO] Under Supervision of Thompson & Knight LLP, Dallas, Texas	Proposed and under Company Consideration.