

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	SECURITY INTEREST								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>ULTERRA DRILLING TECHNOLOGIES, L.P.</td> <td></td> <td>06/09/2011</td> <td>LIMITED PARTNERSHIP: TEXAS</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	ULTERRA DRILLING TECHNOLOGIES, L.P.		06/09/2011	LIMITED PARTNERSHIP: TEXAS	
Name	Formerly	Execution Date	Entity Type						
ULTERRA DRILLING TECHNOLOGIES, L.P.		06/09/2011	LIMITED PARTNERSHIP: TEXAS						
RECEIVING PARTY DATA									
Name:	JEFFERIES FINANCE LLC								
Street Address:	520 MADISON AVENUE								
City:	NEW YORK								
State/Country:	NEW YORK								
Postal Code:	10022								
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE								
PROPERTY NUMBERS Total: 9									
Property Type	Number	Word Mark							
Serial Number:	77848715	IT'S ABOUT ROCK DESTRUCTION							
Serial Number:	76705222	SLYDER							
Registration Number:	3535424	U							
Registration Number:	1822369	LRG							
Registration Number:	1824898	RBI							
Registration Number:	1832605	RBI							
Registration Number:	3747804	ULTERRA							
Registration Number:	3841460	UTECH							
Registration Number:	3841459	UTECHNOLOGY							
CORRESPONDENCE DATA									
Fax Number:	(212)755-7306								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	212-326-3939								
Email:	NYTEF@JONESDAY.COM								

CH \$240.00 77848715

900194110

TRADEMARK
REEL: 004559 FRAME: 0302

Correspondent Name: SOLYN J. LEE
Address Line 1: JONES DAY
Address Line 2: 222 EAST 41 STREET
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	175274-635053
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NAME OF SUBMITTER:	SOLYN J. LEE
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Signature:	/SOLYN J. LEE/
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Date:	06/10/2011
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Total Attachments: 5

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Trademark Security Agreement

June 9, 2011

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of the date set forth above, by Ulterra Drilling Technologies, L.P, a Texas limited partnership ("Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to that certain Credit Agreement, dated as of the date set forth above (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, Pledgor is party to a US Security Agreement, dated as of the date set forth above (as amended, restated, supplemented or otherwise modified from time to time, the "US Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the US Security Agreement and used herein have the meaning given to them in the US Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of the Pledgor in, to and under the following Pledged Collateral of the Pledgor (collectively, the "Trademark Collateral");

(a) Trademarks of Pledgor listed on Schedule 1 attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law); and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the

Collateral Agent pursuant to the US Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the US Security Agreement, the provisions of the US Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Recordation. Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Pledgor 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.

By: UDT GP, LLC, its general partner

By: 

Name: Robert Gray

Title: Chief Financial Officer, Treasurer and Secretary

Accepted and Agreed:

JEFFERIES FINANCE LLC

as Collateral Agent

By: _____

Name:

Title:

[Signature Pages to the US Trademark Security Agreement]

IN WITNESS WHEREOF, each Pledgor 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.

By: UDT GP, LLC, its general partner

By: _____

Name: Robert Gray

Title: Chief Financial Officer, Treasurer and Secretary

Accepted and Agreed:

JEFFERIES FINANCE LLC

as Collateral Agent

By:  _____

Name: E. Joseph Hess

Title: Managing Director

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

US PLEDGOR OWNER	REGISTRATION NO. AND DATE	APPLICATION NO. AND FILING DATE	COUNTRY	MARK	NOTES
Ultrerra Drilling Technologies, L.P.	3535424 11/18/2008	78718335 9/22/2005	United States	U (stylized)	
Ultrerra Drilling Technologies, L.P.	1822369 2/22/1994	74395780 5/27/1993	United States	LRG	
Ultrerra Drilling Technologies, L.P.	1824898 3/8/1994	74239475 1/22/1992	United States	RBI	
Ultrerra Drilling Technologies, L.P.	1832605 4/26/1994	74239329 1/22/1992	United States	RBI (stylized)	
Ultrerra Drilling Technologies, L.P.	3747804 2/9/2010	78702475 8/29/2005	United States	ULTERRA	
Ultrerra Drilling Technologies, L.P.	3841460 8/31/2010	77957637 3/12/2010	United States	UTECH	
Ultrerra Drilling Technologies, L.P.	3841459 8/31/2010	77957619 3/12/2010	United States	UTECHNOLOGY	
Ultrerra Drilling Technologies, L.P.	719569 7/28/2008	1270460 8/30/2005	Canada	ULTERRA	
Ultrerra Drilling Technologies, L.P.	747294 9/10/2009	1273082 9/22/2005	Canada	U (stylized)	

Trademark Applications:

US PLEDGOR OWNER	APPLICATION NO. AND FILING DATE	COUNTRY	MARK	NOTES
Ultrerra Drilling Technologies, L.P.	77/848,715 10/14/2009	United States	IT'S ABOUT ROCK DESTRUCTION	
Ultrerra Drilling Technologies, L.P.	76/705,222 11/5/2010	United States	SLYDER	