

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
ULTERRA, LP		06/09/2011	LIMITED PARTNERSHIP: CANADA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2939133	TORKBUSTER	
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		
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		
NAME OF SUBMITTER:	SOLYN J. LEE		
Signature:	/SOLYN J. LEE/		

900194114

TRADEMARK
REEL: 004559 FRAME: 0345

CH \$40.00 2939133

Date:

06/10/2011

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, LP, an Alberta limited partnership ("Canadian 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, Canadian Pledgor is party to a Canadian Security Agreement, dated as of the date set forth above (as amended, restated, supplemented or otherwise modified from time to time, the "Canadian Security Agreement") in favor of the Collateral Agent pursuant to which the Canadian 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, Canadian Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Canadian 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 Canadian Pledgor in, to and under the following Pledged Collateral of the Canadian Pledgor (collectively, the "Trademark Collateral");

(a) Trademarks of Canadian Pledgor listed on Schedule 1 attached hereto (provided that no security interest shall be granted in Canadian 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 Canadian Security Agreement, and Canadian 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 Canadian 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 Canadian Security

Agreement, the provisions of the Canadian Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Recordation. Canadian Pledgor authorizes and requests that the Canadian Intellectual Property Office and any other applicable government office 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 PROVINCE OF ALBERTA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE PPSA 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 PROVINCE OF ALBERTA, 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 Canadian 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 LP, by its general partner
ULTERRA GP LTD.

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 Canadian Trademark Security Agreement]


IN WITNESS WHEREOF, each Canadian 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 LP, by its general partner
ULTERRA GP LTD.

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:

CANADIAN PLEDGOR OWNER	REGISTRATION NO. AND DATE	APPLICATION NO. AND FILING DATE	COUNTRY	MARK	NOTES
Ultrerra, LP	2939133 4/12/2005	76504861 4/2/2003	United States	TORKBUSTER	
Ultrerra, LP	684877 3/28/2007	1183945 7/10/2003	Canada	TORKBUSTER	
Ultrerra, LP	702490 12/7/2007	1305768 6/16/2006	Canada	TRUGAUGE	

Trademark Applications:

CANADIAN PLEDGOR OWNER	APPLICATION NO. AND DATE	COUNTRY	MARK	NOTES
None.				