

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
POTTER DRILLING, INC.		07/15/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOOGLE INC.		
<b>Street Address:</b>	1600 Amphitheatre Parkway		
<b>Internal Address:</b>	Attn: Legal Department, Corporate Securities		
<b>City:</b>	Mountain View		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94043		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3634912	POTTER DRILLING DRILLING TECHNOLOGY FOR CLEAN ENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-496-7543		
<b>Email:</b>	nbouch@wsgr.com		
<b>Correspondent Name:</b>	WSGR, c/o Nancy Bouch, Senior Paralegal		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 2:</b>	FH 2-1 P10		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	21622.214		
<b>NAME OF SUBMITTER:</b>	Nancy Bouch		
<b>Signature:</b>	/s/Nancy Bouch		

CH \$40.00 3634912

Date:

07/15/2011

**Total Attachments: 3**

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GRANT OF SECURITY INTEREST  
IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of July 15, 2011, is executed by Potter Drilling, Inc., a Delaware corporation (together with its successors and assigns, ("Debtor"), in favor of Google Inc. ("Secured Party").

A. Reference is made to that certain Security Agreement dated as of a date even herewith (as amended from time to time, the "Security Agreement"), by and between Debtor and Secured Party.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedule A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A in order to maintain such schedules completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than thirty (30) days following the date of such event.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, whether now existing or hereafter from time to time acquired, as further described in Attachment 1 to the Security Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Party's address is: 1600 Amphitheatre Parkway  
Mountain View, CA 94043  
Attn: Legal Department, Corporate Securities

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

**POTTER DRILLING, INC.**

By: Jared Potter

Name: JARED POTTER

Title: President, CEO

SCHEDULE A TO GRANT OF SECURITY INTEREST

IN TRADEMARKS

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Potter Drilling: Drilling Technology for Clean Energy	June 9, 2009	3,634,912

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
NONE		