

08-29-2003

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COVER SHEET
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TO: The Commissioner of Patents and Trademarks 102530231 Original document(s) or copy(ies)

Submission Type

Conveyance Type

- New 4.3.02 (Non-Recordation)
- Resubmission
- Correction of PTO Error
- Reel # Frame #
- Corrective Document
- Reel # Frame #

- Assignment
 - Security Agreement
 - Merger
 - Change of Name
 - Other
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name: BLOSSOMGRANGE LIMITED

Execution Date
Month Day Year
3-8-03

Formerly: _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization England & Wales, Registration No. 4582101

Receiving Party

Mark if additional names of receiving parties attached

Name: THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (as Security Trustee)

DBA/ AKA/ TA _____

Composed of _____

Address (line 1) The Mound

Address (line 2) Edinburgh EH1 1YZ

Address (line 3) _____ Scotland _____
City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Other _____
 - Citizenship/State of Incorporation/Organization SCOTLAND
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FINANCIAL SECTION
 00:11:00
 04/04/2003 EDI00001 50087
 01 FC:0521
 02 FC:0522

Domestic Representative Name and Address

Enter for the first Receiving Party only

Name: Linda Dole, Esq.
Address (line 1) Andrews & Kurth L.L.P.
Address (line 2) 600 TRAVIS, SUITE 4200
Address (line 3) _____
Address (line 4) Houston, TX 77002-2778
City State/Country Zip Code

Correspondent Name and Address

Area Code and Telephone Number: 713/220-4200

Name: Linda Dole, Esq.
Address (line 1) Andrews & Kurth L.L.P.
Address (line 2) 600 TRAVIS, SUITE 4200
Address (line 3) _____
Address (line 4) Houston, Texas 77002-2778
City State/Country Zip Code

Pages 4 Enter the total number of pages of the attached conveyance document including any attachments.

Trademark Application Number(s) or Registration Numbers(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).
Trademark Application Number(s) 76/280525 Registration Number(s) 2519744
2623271

Number of Properties 3 Enter the total number of Properties involved. #

Fee Amount \$120 Fee Amount for Properties Listed (37 CFR 3.41):
Method of Payment: Enclosed Deposit Account
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #50-0897 (145008)
Authorization to charge additional fees: Yes No

Statement and Signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Linda Dole, Esq.
Name of Person Signing


Signature

March 17, 2003
Date Signed

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, **BLOSSOMGRANGE LIMITED**, a company organized under the laws of England and Wales ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to a senior facility agreement (the "Facility Agreement" capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Facility Agreement) dated as of the date hereof among Rockgrange Limited, the lenders (the "Senior Lenders") from time to time party thereto, The Governor and Company of the Bank of Scotland, as Agent, Arranger, Issuing Bank and Security Trustee, the Senior Lenders have agreed to make the Facilities (as defined therein) available to the Borrowers (defined therein), including Grantor (capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Facility Agreement);

WHEREAS, the hedging lenders ("Hedging Lenders") have made or will, after the date hereof, be making interest rate hedging facilities available to certain members of the Group (as defined in the Facility Agreement);

WHEREAS, pursuant to a separate facility agreement dated as of the date hereof among, *inter alia*, the Parent, The Governor and Company of the Bank of Scotland, as Mezzanine Agent, and the lenders (the "Mezzanine Lenders"), the Mezzanine Lenders have agreed to make certain mezzanine facilities available to Grantor; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of March 9th, 2003 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), executed by Grantor in favor of The Governor and Company of the Bank of Scotland, as agent and trustee for each of the Secured Parties (as defined in the Security Agreement) (in such capacity as agent and trustee, "Security Trustee"), Grantor has agreed to grant in favor of Security Trustee a perfected security interest in, and Security Trustee has agreed to become a secured creditor with respect to, Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Security Trustee a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral");

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter

adopted and used, in its business (including, the trademarks specifically identified in Schedule A) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications specifically identified in Schedule A) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Security Trustee is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Security Trustee 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 are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 8th day of March, 2003.

BLOSSOMGRANGE LIMITED

By: _____
Name: GORDON CHAPMAN
Title: DIRECTOR

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

All U.S. and Foreign Trademarks are owned by
Wellstream, Inc. and will be sold to Blossomgrange.

U.S. Trademarks

<u>Mark</u>	<u>Country</u>	<u>Application or Registration Number</u>	<u>Application/ Registration Date</u>
WELLSTREAM	USA	2519744	18/12/2001
W design and slogan *	USA	76/280525	02/07/2001
WELLSTREAM design	USA	2623271	24/09/2002

Foreign Trademarks

<u>Mark</u>	<u>Country</u>	<u>Application or Registration Number</u>	<u>Application/ Registration Date</u>
WELLSTREAM	Brazil	823685497	26/03/2001
WELLSTREAM	Canada	1103425	18/05/2001
WELLSTREAM	China	1932092	21/08/2002
WELLSTREAM	China	1762117	07/05/2002
WELLSTREAM	UK	2240629	26/07/2000
WELLSTREAM	Brazil	823685489	26/03/2001
WELLSTREAM	UK	2139707	20/02/1998
WELLSTREAM	India	999238	26/03/2001
WELLSTREAM	Nigeria	49406/2001	23/04/2001
WELLSTREAM	Nigeria	49586/2001	23/04/2001

<u>Mark</u>	<u>Country</u>	<u>Application or Registration Number</u>	<u>Application/ Registration Date</u>
WELLSTREAM	Norway	212027	29/11/2001
WELLSTREAM	Singapore	T01/04129E	23/03/2001
WELLSTREAM	Singapore	T01/04130I	23/03/2001
W design and slogan *	Brazil	824045742	26/06/2001
W design and slogan *	Brazil	824045777	26/06/2001
W design and slogan *	Canada	1103389	17/05/2001
W design and slogan *	China	2001054464	09/04/2001
W design and slogan *	China	2001054463	09/04/2001
W design	UK	2242521	15/08/2000
WELLSTREAM slogan *	UK	2261138	13/02/2001
W design and slogan *	India	1002555	22/02/2001
W design and slogan *	India	1002556	22/02/2001
W design and slogan *	Nigeria	49765/2001	23/04/2001
W design and slogan *	Nigeria	49766/2001/5	23/04/2001
W design and slogan *	Norway	211785	02/05/2002
W design and slogan *	Singapore	T01/08406G	11/06/2001
W design and slogan *	Singapore	T01/08405I	11/06/2001

The slogan referred to is "WE COMMIT WE DELIVER NO EXCUSES"