

11-18-1999

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FORM PTO-1595 (Rev. 6-93) **MRD**
OMB No. 0851-0041 (Exp. 4/94)

RECORD/



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Tab settings **11.15.99**

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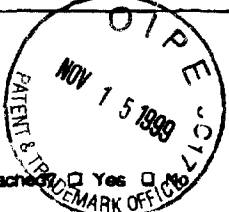
To the Honorable Commissioner of Patents and Trademarks, 1500 Pennsylvania Avenue, N.W., Washington, D.C. 20540-5000
documents or copy thereof.

5

1. Name of conveying party(ies):

Pat D. Cooper
Authorized Agent

Additional name(s) of conveying party(ies) attached? Yes No



2. Name and address of receiving party(ies)

Name: United Petro Services, LLC

Internal Address: _____

Street Address: 1011 Hwy 6 South, Ste. 306

City: Houston State: TX ZIP: 77077

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other General Indenture of Conveyance

Assignment and Transfer
Execution Date: August 27, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5540295

5488999

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: United Petro Services, LLC

Internal Address: _____

Street Address: 1011 Hwy 6 South, Ste. 306

City: Houston State: TX ZIP: 77077

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 3.41).....\$80.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

80 E

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Pat D. Cooper

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

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

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GENERAL INDENTURE OF CONVEYANCE,
ASSIGNMENT AND TRANSFER

THIS INDENTURE OF CONVEYANCE, ASSIGNMENT AND TRANSFER, dated August 27th, 1999, from Pat D. Cooper, Agent on behalf of those parties listed on Exhibit "A" attached hereto ("Grantor"), to United Petro Services, LLC, a Texas limited liability company (the "Company").

WITNESSETH

Grantor, in consideration for all of the ownership/membership interests of the Company issued to the parties listed on Exhibit "A", by these presents, does GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto the Company, and unto its successors and assigns forever, all of the assets, properties and rights described in Exhibit "B", attached hereto and incorporated by reference for all purposes.

TO HAVE AND TO HOLD all and singular the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be unto the Company, its successors and assigns forever.

Grantor hereby covenants and agrees to and with the Company, its successors and assigns, to execute, acknowledge and deliver all and every such further conveyance and other instruments and to do such further acts as may be necessary more fully to assure the Company, its successors and assigns, all the assets, properties and rights hereby

GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or for aiding and assisting in collecting and reducing to possession, and or all of the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be.

Grantor hereby binds himself to warrant and forever defend the title to all and singular said assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, unto the Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This General Indenture is made with full substitution and subrogation of the Company in and to all covenants and warranties by others heretofore given or made in respect of said assets, properties and rights or any part thereof.

Grantor hereby constitutes and appoints the Company the true and lawful attorney of Grantor, with full power of substitution, for him and in his name and stead, but on behalf and for the benefit of the Company, to demand, receive and collect from time to time any and all monies, credits, claims or rights due or to become due relating to the assets, properties and rights GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, by this General Indenture or by any other instruments of conveyance or assignment from

Grantor to the Company, and to give receipts and releases for and in respect of the same or any part thereof; to collect, for the account of the Company, all receivables and other items of Grantor transferred to the Company as provided herein and to endorse in the name of Grantor or the Company any checks received on account of such receivables or other items; to institute and prosecute in the name of Grantor or the Company, but at the expense and for the benefit of the Company, any and all proceedings at law, in equity or otherwise which the Company may deem proper; to collect, assert, protect or enforce any claim, right, title, debt, account or interest of any kind in or to any of said assets, properties and rights and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and to do all such acts and things in relation thereto as the Company shall deem desirable. Grantor hereby declares that the appointment made and the powers granted by this paragraph are coupled with an interest and are and shall be irrevocable by Grantor and shall extend to the Company's successors and assigns. Grantor will transfer and deliver to the Company any cash or other property that Grantor may receive in respect of any items transferred to the Company as provided herein.

The Company further agrees to issue to the parties listed on the attached Exhibit "A" membership certificates in the Company representing sharing ratios and ownership in the Company as described on Exhibit "A".

Nothing contained in this General Indenture shall, or shall be construed to, prejudice the right of the Company to contest any claim or demand as fully as the Company might have done.

IN WITNESS WHEREOF, the parties have caused this General Indenture of Conveyance, Assignment and Transfer to be duly executed.

"GRANTOR"

Pat D. Cooper Agent for UPSI
Pat D. Cooper, Agent on behalf of the Parties listed on Exhibit "A"

United Petro Services LLC

By: *Pat D. Cooper, Manager*
Pat D. Cooper, Manager

EXHIBIT A

<u>Secured Parties</u>	<u>Original Principal Amount</u>
Will and Christina Houston	\$22,500
William D. Moore	\$45,000
Dessie Millington, Carolyn Toepfich, POA	\$22,500
Doris M. Rousselot Norman W. Rousselot	\$45,000
Sara Lindsay Duff Trust, Lindsay A. Duff, Trustee	\$67,500
Mark Lindsay Duff Trust, Lindsay A. Duff, Trustee	\$67,500
Doris F. Wickersham	\$11,250
Beverly T. Brannon	\$11,250
John L. Hinsey	\$45,000
Jeff Schon	\$22,500
William Criner	\$45,000
Arthur L. Lockhart	\$45,000

Dr. Kenneth L. Owens	\$22,500
Jesse Owens	\$135,000
Donald Loveman	\$45,000
Mainess Gibson	\$67,500
Dixie Bassett	\$22,500
Mary Boring	\$45,000
M.O. Boring, Jr.	\$45,000
M.A. Long	\$22,500
Paul & Alice McCollum	\$22,500
Rousselot Enterprises	\$22,500

- (a) All of the following property that is now or hereafter at any time used in connection with (without regard to the duration of the period of such use), or now or at any time relates to or arises as a result of, the operation of the business known as Ramdrill, L.L.C.:

Triple Engine Airboat located at 1020 Eunice Road, St. Martinville, Louisiana 70582:

AB-101 F1-JG2M6B6
P2-TFOM6B6
S3-TH25M6A6

AB-102 F1-TE22XXT5
P2-TJ13M6B6
S3-T1009XDV

AB-103 F1-T121OPDJ
P2-TB18XXT5
S3-T0510PCJ

Single Engine Airboat located at 1043 Mustang Circle, St. Martinville, Louisiana 70852:

1B-201 TO6127UH

Outboard John Boat located at 106 Main Street, Loreauville, Louisiana 7055

JB-101 w/9.9 motor MSHW-682C-S-158757V

- (b) all of debtor's equipment, including all furniture, furnishings, machinery, fixtures, storage shelves and other goods used in the conduct of Debtor's business, including but not limited to, all motor vehicles and rolling stock, now owned or hereafter acquired; together with (a) all increases, parts, fittings, accessories, equipment, special tools and accessions now or hereafter attached thereto or used in connection therewith, and any and all replacement of all or any part thereof; (b) any profits now or hereafter acquired from or through any of the foregoing; (c) any products now or hereafter manufactured, processed, assembled or commingled from any of the foregoing; and (d) any and all proceeds received should any of the foregoing be sold, exchanged, collected or otherwise disposed of (all of which hereafter called the "Collateral").

Ex. B

EQUIPMENT LIST

- 6 26' x 8' foot pull boat drill rigs (4 complete and 2 without rigs)
Hull Numbers: 102, 104, 107, 108, 109, 121
- 1 High land drill buggy complete -- serial number KA123
- 1 High land water buggy complete -- serial number KA124
- 1 Lot of misc. spare parts

EX C