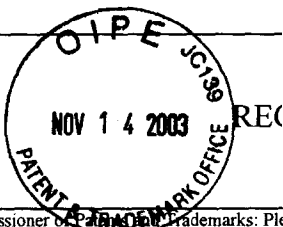


DS

FORM PTO-1565



11-19-2003



102604068

T

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

11.14.03

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
THOMAS ENERGY SERVICES, INC.
 Additional names(s) of conveying party(ies) attached? Yes * No

2. Name and address of receiving party(ies):
WELLS FARGO BANK TEXAS, N.A. as administrative agent
 Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 * Security Agreement Change of Name
 Other
 Execution Date: November 11, 2003

Street Address: 1000 Louisiana, 3rd Floor
 City: Houston State: TX ZIP: 77002
 Additional name(s) & address(es) attached? Yes * No


4. Application number(s) or patent number(s): 6,016,288 10/125,005 (SEE ATTACHMENT 1)
 If this document is being filed together with a new application, the execution date of the application is: _____
 Application Numbers: _____ Registration Numbers: _____
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Robert E. Rude II
 Internal Address: Mayer, Brown, Rowe & Maw LLP
 Street Address: 1909 K Street, NW
 City: Washington State: D.C. ZIP: 20006

6. Total number of applications and patents involved: 2
 7. Total fee (37 CFR 3.41) \$80.00
 * Enclosed (Check No 2752)
 Authorized to be charged to deposit account
 8. Deposit account number: _____
 (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.

Robert E. Rude II
 Name of Person Signing

 Signature

November 14, 2003
 Date

Total number of pages including cover sheet, attachments and documents : 7

11/18/2003 BYRNE 00000119 6016288
 01 FC:8021 80.00 DP

Item A. PatentsIssued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
US	6,016,288	1/18/2000	Terrence G. Frith	Servo-Driven Mud Pulser
Mexico	208689	9/20/2002	Terrence G. Frith	Servo-Driven Mud Pulser

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
US	10/125,005	4/16/2002	Not Published	Not Published
Canada	2,195,722	1/22/1997	Terrence G. Frith	Servo-Driven Mud Pulser
Canada	2,425,565	4/14/2003	Not Published	Not Published
Norway	2003 1732	4/15/2002	Not Published	Not Published
U.K.	0308818.4	4/16/2003	Not Published	Not Published

Item B. Patent Licenses – None.

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of November 11, 2003, is made between THOMAS ENERGY SERVICES, INC., a Louisiana corporation (the "Grantor"), and WELLS FARGO BANK TEXAS, N.A., as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, in connection with the Amended and Restated Credit Agreement, dated as of May 31, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among W-H Energy Services, Inc. a Texas corporation (the "Borrower"), the Lenders party thereto, Credit Suisse First Boston (acting through its Cayman Islands Branch), as the Syndication Agent, Bank One, NA, as the Documentation Agent and the Administrative Agent, the Grantor has executed and delivered an Amended and Restated Subsidiary Security Agreement, dated as of August 26, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, the Grantor is a Subsidiary of the Borrower;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Security Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrower by the Lenders pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to maintain and continue to make Credit Extensions to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to

the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses, including each patent license referred to in Item B of Attachment 1 attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 attached hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations, the termination or expiry of all Letters of Credit and the termination of all Commitments, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

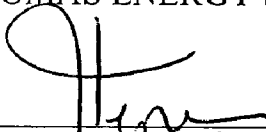
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THOMAS ENERGY SERVICES, INC.

By 
Name: Jeffrey L. Tepera
Title: Vice President and CFO

WELLS FARGO BANK TEXAS, N.A.,
as Administrative Agent

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


THOMAS ENERGY SERVICES, INC.

By _____

Name:

Title:

WELLS FARGO BANK TEXAS, N.A.,
as Administrative Agent

By 

Name: Eric R. Hollingsworth

Title: Vice President