

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
EFFECTIVE DATE:	06/30/2004
CONVEYING PARTY DATA	
Name	Execution Date
W-H Energy Services, Inc.	06/30/2004
RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association
Street Address:	1000 Louisiana, 3rd Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	10086043
Patent Number:	6366858
Patent Number:	6308562
Patent Number:	6631328
CORRESPONDENCE DATA	
Fax Number:	(214)745-5390
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214.745.5710
Email:	docket@winstead.com
Correspondent Name:	Sanford E. Warren, Jr.
Address Line 1:	P.O. Box 50784
Address Line 4:	Dallas, TEXAS 75201
NAME OF SUBMITTER:	Sanford E. Warren, Jr.
Total Attachments: 4	

CH \$160.00 10086043

500021386

PATENT  
REEL: 015698 FRAME: 0530

source=4839-413 - W-H Energy Services#page1.tif  
source=4839-413 - W-H Energy Services#page2.tif  
source=4839-413 - W-H Energy Services#page3.tif  
source=4839-413 - W-H Energy Services#page4.tif

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2004, is made between W-H ENERGY SERVICES, INC., a Texas corporation (the "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of June 30, 2004 (such agreement, together with all amendments and restatements, the "Credit Agreement"), among the Grantor, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders"), and Wells Fargo Bank, National Association, as the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Borrower Security Agreement dated as of June 30, 2004 (such agreement, together with all amendments and restatements, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit 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; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this 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 make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

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.

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 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 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, including any patent 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.

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 the United States and any state thereof. 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.

Release of Security Interest. Upon the occurrence of the Release Date, 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.

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.

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.

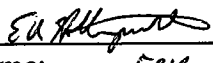
Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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.

W-H ENERGY SERVICES, INC.

By:   
Print Name: ERNESTO BAUTISTA III  
Print Title: VP

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By:   
Print Name: ERIC R. HOLLINGSWORTH  
Print Title: VP

ATTACHMENT I  
to Borrower Patent  
Security Agreement

Item A. Patents

<u>Issued Patents</u>			
<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
US	6,366,858 B1	4/02/2002	Determining Earth Formation Resistivity By Attenuation And Phase Shift Measurements
US	6,308,562 B1	10/30/2001	Technique For Signal Detection Using Adaptive Filtering In Mud Pulse Telemetry
US	6,631,328 B2	10/07/2003	Determining Earth Formation Resistivity By Attenuation And Phase Shift Measurements

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
US	10/086,043	2/28/2002		

Item B. Patent Licenses – None.

<u>United States</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
----------------------	-----------------	-----------------	-----------------------	------------------------	-----------------------