

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
Integrity Industries, 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:	10612426
Patent Number:	6593279
Patent Number:	5587354
Patent Number:	5547925
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	

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FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PATENT SECURITY AGREEMENT ("Amendment"), dated as of June 30, 2004, is between INTEGRITY INDUSTRIES, INC., a Texas corporation ("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.

R E C I T A L S:

A. Grantor has previously entered into the Patent Security Agreement dated as of October 16, 2000 in favor of Administrative Agent, recorded on November 22, 2000, at Reel 011314, Frame 0927, United States Patent and Trademark Office (the "Agreement"). Capitalized terms not otherwise defined herein have the meaning specified in the Agreement.

B. The Grantor and the Administrative Agent now desire to amend the Agreement pursuant to the terms and conditions hereinafter provided.

NOW THEREFORE, for good and valuable consideration, the adequacy, receipt, and sufficiency of which are hereby acknowledged, and in order to induce Secured Parties to continue to make loans and extend credit pursuant to the Credit Agreement, the parties hereto hereby agree as follows:

Amendments to Agreement

1. Amendment to First Recital. Effective as of the date of this Amendment, the first Recital of the Agreement is amended and restated in its entirety to read as follows:

"WHEREAS, pursuant to the Credit Agreement dated as of June 30, 2004 (such agreement, together with all amendments and restatements, the "Credit Agreement"), among W-H Energy Services, Inc., a Texas corporation (the "Borrower"), 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 Borrower;"

2. Amendment to Second Recital. Effective as of the date of this Amendment, the second Recital of the Agreement is amended and restated in its entirety to read as follows:

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

3. Amendment to Third Recital. Effective as of the date of this Amendment, the third Recital of the Agreement is amended and restated in its entirety to read as follows:

"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 Obligations and Rate Protection Obligations;"

4. Amendment to Agreement. Effective as of the date of this Amendment, all references to "Wells Fargo Bank Texas, N.A.", are replaced with "Wells Fargo Bank, National Association".

5. No other changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

6. Amendment and Restatement; Continuance of Security Interest and Liens; No Novation. This Amendment is an amendment (but not an extinguishment or novation) of the Agreement. The execution, delivery and effectiveness of this Amendment shall not discharge or release the lien or priority of the Agreement, any security agreement, pledge agreement or other instrument securing the Grantor's obligations under the Loan Documents.


7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

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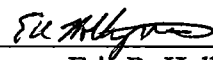
IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first written above.

GRANTOR:

INTEGRITY INDUSTRIES, INC.

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: Eric R. Hollingsworth
Title: Vice President

ATTACHMENT 1
to Subsidiary Patent
Security Agreement

Item A. Patents

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
US	6,593,279 B2	7/15/2003	William M. Duncan, Jr.; James R. Von Krosigk	Acid Based Micro-emulsions Drilling Fluid and Drilling Fluid Additive
US	5,587,354	12/24/96	William Duncan, Jr.	Low Toxicity Terpene Drilling Fluid and Drilling Fluid Additive
US	5,547,925	8/20/96	William Duncan, Jr.	

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
US	10/612,426	7/02/2003	William M. Duncan, Jr.; James R. Von Krosigk	Acid Based Micro-emulsions

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>
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