

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Boyd's Bits Service, 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: 10

Property Type	Number
Patent Number:	4681162
Patent Number:	RE33150
Patent Number:	5664627
Patent Number:	5996712
Patent Number:	6269879
Patent Number:	6732805
Application Number:	09006342
Application Number:	10352845
Application Number:	10352847
Application Number:	10367988

CORRESPONDENCE DATA

Fax Number: (214)745-5390

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214.745.5710

Email: docket@winstead.com

PATENT
REEL: 015980 FRAME: 0981

CH \$400.00 4681162

Correspondent Name:	Winstead Sechrest & Minick P.C.
Address Line 1:	P.O. Box 50784
Address Line 2:	Sanford E. Warren, Jr.
Address Line 4:	Dallas, TEXAS 75201

NAME OF SUBMITTER:	Sanford E. Warren, Jr.
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Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2004, is made between BOYD'S BITS SERVICE, INC., a Louisiana 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.

W I T N E S S E T H :

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;

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");

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;

WHEREAS, each 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 make Credit Extensions (including the initial Credit Extension) 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 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.

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 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.

SECTION 4. 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.

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.

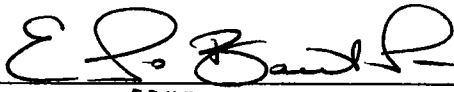
SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

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.

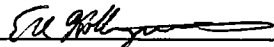
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BOYD'S BITS SERVICE, 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	4,681,162	7/21/1987	Harper Boyd	Borehole Drill Pipe Continuous Side Entry Or Exit Apparatus And Method
US	RE 33,150	1/23/1990	Harper Boyd	Borehole Drill Pipe Continuous Side Entry Or Exit Apparatus And Method
US	5,664,627	9/9/1997	Harper Boyd	Method And Apparatus For Protecting A Steel Riser From Chemical Cutters
US	5,996,712	12/7/1999	Harper Boyd	Mechanical Locking Swivel Apparatus
US	6,269,879 B1	8/7/2001	Harper Boyd	Sleeve Liner For Wireline Entry Sub Assembly
US	6,732,805 B1	5/11/2004	Harper Boyd	Sleeve Liner For Wireline Entry Sub Assembly

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
US	90/006,342	8/1/2002		
US	10/352,845	1/28/2003		
US	10/352,847	1/28/2003		
	10/367,988			
US	2003-0127857	2/14/2003		

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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