

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION OF SECURITY INTERESTS IN PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT	08/06/2004
RECEIVING PARTY DATA	
Name:	MULTI-SHOT, LLC
Street Address:	2507 N. FRAZIER
Internal Address:	ATTN: ALLEN NEEL
City:	CONROE
State/Country:	TEXAS
Postal Code:	77303
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6949025
CORRESPONDENCE DATA	
Fax Number:	(713)222-0938
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-222-0625
Email:	ewing@fcj.com
Correspondent Name:	J. RANDOLPH EWING
Address Line 1:	1001 MCKINNEY ST., 18th FLOOR
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	MULTI-SHOT/LOANS
NAME OF SUBMITTER:	J. RANDOLPH EWING
Total Attachments: 19 source=Payoff Letter-Executed Copy-20040806#page1.tif source=Payoff Letter-Executed Copy-20040806#page2.tif source=Payoff Letter-Executed Copy-20040806#page3.tif	

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PARTIAL PAYOFF AND LIEN RELEASE AGREEMENT

August 6, 2004

Black Warrior Wireline Corp.
3748 Highway #45 North
Columbus, Mississippi 39701
Attention: William L. Jenkins

Wells Fargo Business Credit, Inc.
MAC T5698-030
40 N.E. Loop 410, Suite 340
San Antonio, Texas 78216
Attention: Michelle Guetter

Re: Sale of Certain Assets of Black Warrior Wireline Corp. to Multi-Shot, LLC

Ladies and Gentlemen:

We refer to that certain Credit Agreement dated as of September 14, 2001 (as amended and in effect on the date hereof, the "Credit Agreement"), by and among Black Warrior Wireline Corp., a Delaware corporation ("Borrower"), the financial institutions named therein as "Lenders" (the "Lenders") and General Electric Capital Corporation, a Delaware corporation, in its capacity as administrative agent for the Lenders (in such capacity, the "Agent"). In connection with the Credit Agreement, the Agent has obtained, for its benefit and the benefit of Lenders, liens on and security interests in the personal property assets of Borrower, including, without limitation, the Released Assets (as defined below). Unless otherwise defined herein, capitalized terms are used herein as defined in the Credit Agreement.

Pursuant to that certain Asset Purchase Agreement dated as of June 3, 2004 (the "Purchase Agreement"), between Borrower and Multi-Shot, LLC, a Texas limited liability company ("Purchaser"), Borrower has agreed to sell to Purchaser all of the "Assets" (as such term is defined in the Purchase Agreement) (the "Released Assets").

Upon the Agent's receipt of (i) a wire transfer, to the account described in the next paragraph, of at least \$9,600,000 of the cash purchase price payable under the Purchase Agreement (the "First Wire Payment"), and (ii) a wire transfer, to the account described in the next paragraph, of \$158,000, of which \$150,000 represents one half of the success fee payable by Borrower to Lenders and \$8,000 represents the estimated legal fees and disbursements of the Agent's legal counsel (the "Second Wire Payment"; the First Wire Payment and the Second Wire Payment are hereinafter collectively referred to as the "Wire Payments"), the Agent will be deemed automatically to have released any and all liens on or security interests in the Released Assets (the "Agent Liens").

Black Warrior Wireline Corp.
Wells Fargo Business Credit, Inc.
August 6, 2004
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Wire transfer instructions for the Wire Payments to the Agent are as follows:

Bank Name:	Deutsche Bank 90 Hudson Street Jersey City, NJ
ABA Number:	021-001-033
Account Number:	50-232-854
Reference ID:	CFA6078 Black Warrior

The Agent agrees that, upon its receipt of the Wire Payments, (a) the original certificates of title and the facsimile copy of the Release of Assignment (relating to General American Life Insurance Company Policy Number 3953094 insuring the life of Allen R. Neel) previously delivered by the Agent in escrow to James J. Sledge, Esq, legal counsel for Borrower, shall be automatically released from escrow, and (b) the Agent will deliver promptly to Purchaser's lender, Wells Fargo Business Credit, Inc. ("Wells Fargo"), Uniform Commercial Code ("UCC") partial release statements in the form attached hereto as Exhibit A with respect to the UCC financing statements described on Exhibit B attached hereto, copies of which are attached hereto, releasing the Released Assets from the liens evidenced by such UCC financing statements. Wells Fargo will be solely responsible for filing such UCC partial release statements and shall bear all costs of such filings.

Except for the Agent's release of the Agent Liens in the Released Assets in accordance with the terms hereof, the Agent shall retain all of its liens on, security interests in and claims to all other property of Borrower or any other Person that secures the whole or any part of the Obligations. Agent shall be authorized to apply and reapply any monies received by it in connection with the sale of the Released Assets pursuant to the Purchase Agreement to such of the Obligations owing to the Agent and Lenders by Borrower as the Agent may elect in its sole discretion.

Nothing herein shall relieve Borrower or Purchaser of their respective obligations to collect and remit all required taxes, including, without limitation, any sales tax payable in connection with the sale of the Released Assets in accordance with applicable law.

The Agent further agrees from time to time to deliver to Wells Fargo or Borrower (at its sole expense) such other documents and instruments as either Wells Fargo or Borrower shall reasonably request to further evidence the release of the Agent Liens in the Released Assets.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Black Warrior Wireline Corp.
Wells Fargo Business Credit, Inc.
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Yours very truly,

GENERAL ELECTRIC CAPITAL
CORPORATION., as Agent and the sole Lender

By: Glenn T. Campbell

Name: Glenn T. Campbell

Title: Its Duly Authorized Signatory

Accepted and agreed to as of August 6, 2004:

BLACK WARRIOR WIRELINE CORP.

By: _____

Name: _____

Title: _____

Accepted and agreed to as of August 6, 2004:

WELLS FARGO BUSINESS CREDIT, INC.

By: _____

Name: _____

Title: _____

Black Warrior Wireline Corp.
Wells Fargo Business Credit, Inc.
August 6, 2004
Page 3

Yours very truly,

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent and the sole Lender

By: [Signature]

Name: William L. Jenkins

Title: CEO

Accepted and agreed to as of August 6, 2004:

BLACK WARRIOR WIRELINE CORP.

By: [Signature]

Name: William L. Jenkins

Title: CEO

Accepted and agreed to as of August 6, 2004:

WELLS FARGO BUSINESS CREDIT, INC.

By: [Signature]

Name: Michelle Guetter

Title: Vice President

EXHIBIT A

Form of UCC Partial Release for Released Assets

The following language will be included in each partial release statement naming Borrower as debtor to describe the assets being released by the Agent:

The Secured Party hereby releases from the lien of the above-referenced financing statement all of the "Assets," as such term is defined in that certain Asset Purchase Agreement dated June 3, 2004, between the Debtor and Multi-Shot, LLC, a Texas limited liability company ("Multi-Shot"), as amended by that certain First Amendment to Asset Purchase Agreement dated June 10, 2004, between the Debtor and Multi-Shot.

EXHIBIT B

UCC Financing Statements

<u>Filing Jurisdiction</u>	<u>Date Filed</u>	<u>File Number</u>
Alabama SOS	8/20/2001	200133203
Delaware SOS	8/20/2001	10867023
Louisiana-Iberia Parish	8/20/2001	012682
Louisiana-Ouachita Parish	8/20/2001	23-01-2682
Mississippi SOS	8/20/2001	1550399
New Mexico SOS	8/20/2001	2001082012123
Texas SOS	8/20/2001	011001140220
Wyoming SOS	8/20/2001	200112545116

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
<p style="text-align: center;">Return To CT Corporation System UCC Division 17 South High St. #1100 Columbus OH 43215</p>	
D. OPTIONAL DESIGNATION (if applicable): LESSOR/LESSEE CONSIGNOR/CONSIGNEE NON-UCC FILING	

Alabama
Sec. Of State
B 2001-33203 FS
Date 8/20/2001
Time 12:15 PM
File \$20.00
EXPR \$10.00
TPGS = 7
TNMS = 1
Form \$5.00
\$35.00

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME Black Warrior Wireline Corp.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 3748 Highway 45 North		CITY Columbus		STATE MS	COUNTRY USA	POSTAL CODE 39701
1d. S.S. OR TAX ID # 11-2904094	OPTIONAL ADDITIONAL INFO RE ENTITY/DEBTOR	1e. TYPE OF ENTITY corporation	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION Delaware		1g. ENTITY'S ORGANIZATIONAL ID#, if any DE-2136338	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY		STATE	COUNTRY	POSTAL CODE
2d. S.S. OR TAX ID #	OPTIONAL ADDITIONAL INFO RE ENTITY/DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION		2g. ENTITY'S ORGANIZATIONAL ID#, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL S/P OR ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - Insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME General Electric Capital Corporation, as Agent						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 1100 Abernethy Road, Suite 900		CITY Atlanta		STATE GA	COUNTRY USA	POSTAL CODE 30328

4. This FINANCING STATEMENT covers the following types or items of property:

The types or items of property covered by this financing statement are described on Exhibit A attached hereto and incorporated herein by this reference.

Alabama, Secretary of State

5. CHECK BOX <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the (if applicable) debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input checked="" type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) R.W.H. Black Warrior Wireline Corp.	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (Attach Addendum (if applicable)) 9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

(1) FILING OFFICER COPY — NATIONAL FINANCING STATEMENT (FORM UCC1) (TRANS) (REV. 12/18/95)

ALJNAT1 - 3/27/01 CT System Online

NON WHITTIER
CFO

MN 4736106-1

EXHIBIT A

UCC Financing Statement

DEBTOR: BLACK WARRIOR WIRELINE CORP.

SECURED PARTY: GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT

All of Debtor's right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of Debtor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, Debtor, and regardless of where located (all of which being hereinafter collectively referred to as the "Collateral"), including:

- (i) all Accounts;
 - (ii) all Chattel Paper;
 - (iii) all Documents;
 - (iv) all General Intangibles (including payment intangibles and Software);
 - (v) all Goods (including Inventory, Equipment and Fixtures);
 - (vi) all Instruments;
 - (vii) all Investment Property;
 - (viii) all Deposit Accounts, of Debtor, including all bank accounts and all deposits therein;
 - (ix) all money, cash or cash equivalents of Debtor;
 - (x) all Supporting Obligations and Letter-of-Credit Rights of Debtor;
- and
- (xi) to the extent not otherwise included, all Proceeds, tort claims, insurance claims and other rights to payments not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

Atlanta-2149624 v1

For purposes of this financing statement the following terms shall have the following meanings:

"Account Debtor" means any Person who may become obligated to Debtor under, with respect to, or on account of, an Account, Chattel Paper or General Intangibles (including a payment intangible).

"Accounts" means all "accounts," as such term is defined in the Code, now owned or hereafter acquired by Debtor, including (a) all accounts receivable, other receivables, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper, or Instruments), (including any such obligations that may be characterized as an account or contract right under the Code), (b) all of Debtor's rights in, to and under all purchase orders or receipts for goods or services, (c) all of Debtor's rights to any goods represented by any of the foregoing (including unpaid sellers' rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), (d) all rights to payment due to Debtor for property sold, leased, licensed, assigned or otherwise disposed of, for a policy of insurance issued or to be issued, for a secondary obligation incurred or to be incurred, for energy provided or to be provided, for the use or hire of a vessel under a charter or other contract, arising out of the use of a credit card or charge card, or for services rendered or to be rendered by Debtor or in connection with any other transaction (whether or not yet earned by performance on the part of Debtor), (e) all health care insurance receivables and (f) all collateral security of any kind, given by any Account Debtor or any other Person with respect to any of the foregoing.

"Chattel Paper" means any "chattel paper," as such term is defined in the Code, including electronic chattel paper, now owned or hereafter acquired by Debtor.

"Code" means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of New York; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Secured Party's lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

"Contracts" means all "contracts," as such term is defined in the Code, now owned or hereafter acquired by Debtor, in any event, including all contracts, undertakings, or agreements (other than rights evidenced by Debtor, Documents or Instruments) in or under which Debtor may now or hereafter have any right, title or interest, including any agreement relating to the terms of payment or the terms of performance of any Account.

"Copyright License" means any and all rights now owned or hereafter acquired by Debtor under any written agreement granting any right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by Debtor: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

"Deposit Accounts" means all "deposit accounts" as such term is defined in the Code, now or hereafter held in the name of Debtor.

"Documents" means all "documents," as such term is defined in the Code, now owned or hereafter acquired by Debtor, wherever located.

"Equipment" means all "equipment," as such term is defined in the Code, now owned or hereafter acquired by Debtor, wherever located and, in any event, including all Debtor's machinery and equipment, including processing equipment, conveyors, machine tools, data processing and computer equipment, including embedded software and peripheral equipment and all engineering, processing and manufacturing equipment, office machinery, furniture, materials handling equipment, tools, attachments, accessories, automotive equipment, trailers, trucks, forklifts, molds, dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures not forming a part of real property, together with all additions and accessions thereto, replacements therefor, all parts therefor, all substitutes for any of the foregoing, fuel therefor, and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof and condemnation awards and insurance proceeds with respect thereto.

"Fixtures" means all "fixtures" as such term is defined in the Code, now owned or hereafter acquired by Debtor.

"General Intangibles" means all "general intangibles," as such term is defined in the Code, now owned or hereafter acquired by Debtor, including all right, title and interest that Debtor may now or hereafter have in or under any Contract, all payment intangibles, customer lists, Licenses, Copyrights, Trademarks, Patents, and all applications therefor and reissues, extensions or renewals thereof, rights in Intellectual Property, interests in partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records, goodwill (including

the goodwill associated with any Trademark or Trademark License), all rights and claims in or under insurance policies (including insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key man and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit, checking and other bank accounts, rights to receive tax refunds and other payments, rights to receive dividends, distributions, cash, Instruments and other property in respect of or in exchange for pledged Stock and Investment Property, rights of indemnification, all books and records, correspondence, credit files, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of Debtor or any computer bureau or service company from time to time acting for Debtor.

"Goods" means all "goods" as defined in the Code, now owned or hereafter acquired by Debtor, wherever located, including embedded software to the extent included in "goods" as defined in the Code, manufactured homes, standing timber that is cut and removed for sale and unborn young of animals.

"Instruments" means all "instruments," as such term is defined in the Code, now owned or hereafter acquired by Debtor, wherever located, and, in any event, including all certificated securities, all certificates of deposit, and all promissory notes and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, Chattel Paper.

"Intellectual Property" means any and all Licenses, Patents, Copyrights, Trademarks, and the goodwill associated with such Trademarks.

"Inventory" means all "inventory," as such term is defined in the Code, now owned or hereafter acquired by Debtor, wherever located, and in any event including inventory, merchandise, goods and other personal property that are held by or on behalf of Debtor for sale or lease or are furnished or are to be furnished under a contract of service, or that constitute raw materials, work in process, finished goods, returned goods, or materials or supplies of any kind, nature or description used or consumed or to be used or consumed in Debtor's business or in the processing, production, packaging, promotion, delivery or shipping of the same, including all supplies and embedded software.

"Investment Property" means all "investment property" as such term is defined in the Code now owned or hereafter acquired by Debtor, wherever located, including (i) all securities, whether certificated or uncertificated, including stocks, bonds, interests in limited liability companies, partnership interests, treasuries, certificates of deposit, and mutual fund shares; (ii) all securities entitlements of Debtor, including the rights of Debtor to any securities account and the financial assets held by a securities intermediary in such securities account and any free credit balance or other money owing by any securities intermediary with respect to that

account; (iii) all securities accounts of Debtor; (iv) all commodity contracts of Debtor; and (v) all commodity accounts held by Debtor.

"Letter-of-Credit Rights" means "letter-of-credit rights" as such term is defined in the Code, now owned or hereafter acquired by Debtor, including rights to payment or performance under a letter of credit, whether or not Debtor, as beneficiary, has demanded or is entitled to demand payment or performance.

"License" means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by Debtor.

"Patent License" means rights under any written agreement now owned or hereafter acquired by Debtor granting any right with respect to any invention on which a Patent is in existence.

"Patents" means all of the following in which Debtor now holds or hereafter acquires any interest: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State, or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof).

"Proceeds" means "proceeds," as such term is defined in the Code, including (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any Person acting under color of governmental authority), (c) any claim of Debtor against third parties (i) for past, present or future infringement of any Patent or Patent License, or (ii) for past, present or future infringement or dilution of any Copyright, Copyright License, Trademark or Trademark License, or for injury to the goodwill associated with any Trademark or Trademark License, (d) any recoveries by Debtor against third parties with respect to any litigation or dispute concerning any of the Collateral including claims arising out of the loss or nonconformity of, interference with the use of, defects in, or infringement of rights in, or damage to, Collateral, (e) all amounts collected on, or distributed on account of, other Collateral, including dividends, interest, distributions and Instruments with respect to Investment Property and pledged Stock, and (f) any and all other amounts, rights to payment or

other property acquired upon the sale, lease, license, exchange or other disposition of Collateral and all rights arising out of Collateral.

"Software" means all "software" as such term is defined in the Code, now owned or hereafter acquired by Debtor, other than software embedded in any category of Goods, including all computer programs and all supporting information provided in connection with a transaction related to any program.

"Stock" means all shares, options, warrants, general or limited partnership interests, membership interests or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity whether voting or nonvoting, including common stock, preferred stock or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934).

"Supporting Obligations" means all "supporting obligations" as such term is defined in the Code, including letters of credit and guaranties issued in support of Accounts, Chattel Paper, Documents, General Intangibles, Instruments, or Investment Property.

"Trademark License" means rights under any written agreement now owned or hereafter acquired by Debtor granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Debtor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 12:06 PM 08/20/2001
 1086702 3 - 0000000
 SRV: 010408430

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (insert only one debtor name (1a or 1b) - do not abbreviate or combine names)

1a. ORGANIZATION'S NAME

Black Warrior Wireline Corp.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

3748 Highway 45 North

CITY

Columbus

STATE

POSTAL CODE

MS 39701

COUNTRY

USA

2d. TAX ID # (SSN OR EIN)

11-2904094

ADD. INFO RE

ORGANIZATION

3a. TYPE OF ORGANIZATION

corporation

3b. JURISDICTION OF ORGANIZATION

Delaware

3c. ORGANIZATIONAL ID #, if any

DE-2136338

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (insert only one debtor name (2a or 2b) - do not abbreviate or combine names)

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID # (SSN OR EIN)

ADD. INFO RE

ORGANIZATION

3a. TYPE OF ORGANIZATION

3b. JURISDICTION OF ORGANIZATION

3c. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE if ASSIGNOR SP) - (insert only one secured party name (3a or 3b))

3a. ORGANIZATION'S NAME

General Electric Capital Corporation, as Agent

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

1100 Abernathy Road, Suite 900

CITY

Atlanta

STATE

POSTAL CODE

GA 30328

COUNTRY

USA

4. THIS FINANCING STATEMENT covers the following collateral:

All personal property now owned or hereafter acquired.

5. ALTERNATIVE DESIGNATION OF INSURANCE: ☐ LESSOR/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILEE ☐ SELLER/BUYER ☐ AS. LIEN ☐ NON-UCC FILING
 6. THE FINANCING STATEMENT IS TO BE FILED (or recorded) IN THE REAL ☐ 7. CREDIT IS REQUESTED SEARCH REPORT (S) ON Debtor(s) ☐ (All Debtors) ☐ Debtor 1 ☐ Debtor 2
 8. OPTIONAL FILER REFERENCE DATA

Delaware, Secretary of State

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)
 MATHEWS - JMW1 CT System Dallas

MN4736106-2

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

FILED FOR RECORD

200 AUG 20 AM 10 46

DEPUTY CLERK OF COURT
PARISH OF IBERIA, LA.

01- 2682

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Black Warrior Wireline Corp.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

3748 Highway 45 North

CITY

Columbus

STATE

POSTAL CODE

MS 39701

COUNTRY

USA

1d. TAX ID #: EIN OR EIN

11-2904094

ADD. INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION

corporation

1f. JURISDICTION OF ORGANIZATION

Delaware

1g. ORGANIZATIONAL ID #, if any

DB-2136338

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: EIN OR EIN

ADD. INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR, BUT) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

General Electric Capital Corporation, as Agent

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

1100 Abernathy Road, Suite 900

CITY

Atlanta

STATE

POSTAL CODE

GA 30328

COUNTRY

USA

4. THIS FINANCING STATEMENT covers the following collateral:

All personal property now owned or hereafter acquired.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSOR/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILO ☐ SELLER/BUYER ☐ INC. LBN ☐ NON-UCC FILING
6. ☐ This FINANCING STATEMENT (is to be used for record) (or recorded) in this REAL ESTATE RECORD. ☐ Check to REQUEST SEARCH REPORT (if on Debtor's) ☐ ADDITIONAL FEE ☐ Debtor 1 ☐ Debtor 2
8. OPTIONAL FILER REFERENCE DATA

Louisiana, Iberia Parish

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 01/29/98)
NAUCC1 - JACO C.T. System Online

MN4736106-3

THIS SPACE FOR USE OF FILING OFFICER

04-01-96

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
<p>Return To CT Corporation Systems UCC Division 17 South High St. #7100 Columbus OH 43215</p>	
D. OPTIONAL DESIGNATION (if applicable): <input type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> CONSIGNOR/CONSIGNEE <input type="checkbox"/> NON-UCC FILING	

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b)					
1a. ENTITY'S NAME Black Warrior Wireline Corp.					
OR					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 3748 Highway 45 North		CITY Columbus		STATE MS.	COUNTRY USA
1d. S.S. OR TAX ID# 11-2904094		1e. TYPE OF ENTITY OPTIONAL ADDNL INFO RE: ENTITY DEBTOR corporation		1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION Delaware	
				1g. ENTITY'S ORGANIZATIONAL ID#, if any DE-2136338	<input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b)					
2a. ENTITY'S NAME					
OR					
2b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY		STATE	COUNTRY
2d. S.S. OR TAX ID#		2e. TYPE OF ENTITY OPTIONAL ADDNL INFO RE: ENTITY DEBTOR		2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	
				2g. ENTITY'S ORGANIZATIONAL ID#, if any	<input type="checkbox"/> NONE
3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - Insert only one secured party name (3a or 3b)					
3a. ENTITY'S NAME General Electric Capital Corporation, as Agent					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1100 Abernathy Road, Suite 900		CITY Atlanta		STATE GA	COUNTRY USA
				POSTAL CODE 30328	

4. This FINANCING STATEMENT covers the following types of items of property:

The types or items of property covered by this financing statement are described on Exhibit A attached hereto and incorporated herein by this reference.

Mississippi, Secretary of State

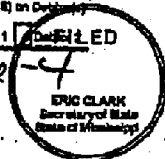
5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest.		7. If filed in Florida (check one)	
(a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the (b) applicable debtor's location was changed to this state, or (c) in accordance with other statutory provisions (additional data may be required)		<input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable	
6. REQUIRED SIGNATURE(S) 2 White Black Warrior Wireline Corp.		8. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	

(1) FILING OFFICER COPY — NATIONAL FINANCING STATEMENT (FORM UCC1) (TRANS) (REV. 12/18/95)

ALBANY - 3/2/01 CT System Dallas

WON WHITTIER
CFO

MN4736104-4



A NAME & PHONE OF CONTACT AT FILER (optional)

A NAME & PHONE OF CONTACT AT FILER (optional)

Return To
CT Corporation Systems
RDC Division
176 South High St. #1100
Columbus OH 43218

1 pg 20 - (2)
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8/20/01 9:42
NHS/S OCT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ORGANIZATION'S NAME

Black Warrior Wireline Corp.

1A. INDIVIDUALS LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
1B. MAILING ADDRESS 3748 Highway 45 North		CITY Columbus		STATE MS	POSTAL CODE 39701
COUNTRY USA		1C. TYPE OF ORGANIZATION corporation		1D. ORGANIZATIONAL NO. & ID. NO. DE-2136338	
1E. TAXED AS: BEN OR BEN 11-2904094		1F. JURISDICTION OF ORGANIZATION Delaware		1G. ORGANIZATIONAL NO. & ID. NO. DE-2136338	

ORGANIZATION NAME

OR	2A. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	2C. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
2E. TAXED IN	2F. TYPE OF ORGANIZATION	2G. JURISDICTION OF ORGANIZATION	2H. ORGANIZATIONAL N° & City	
2E. TAXED IN	2F. TYPE OF ORGANIZATION	2G. JURISDICTION OF ORGANIZATION	2H. ORGANIZATIONAL N° & City	

5a. ORGANIZATION'S NAME

General Electric Capital Corporation, as Agent

OR	SE. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
SE. MAILING ADDRESS	CITY		STATE	COUNTRY
1100 Abernathy Road, Suite 900	Atlanta		GA	USA

4. This FINANCING STATEMENT covers the following equipment:

All personal property now owned or hereafter acquired.

5. ALTERNATIVE DESIGNATION IF APPLICABLE	LESSOR/LESSOR	CONSIGNEE/CONSIGNOR	BALESTER/LAW	SELLER/BUYER	AG. LBN	NON-UCF FIRM
6. THIS DECLARATION STATEMENT IS TO BE FILED FOR RECORD (or recorded) in the REAL ESTATE RECORDS. Attach Declaration	YES () / NO ()		YES () / NO ()		ALL OTHERS	OTHER
7. CREDIT TO THE U.S. DEPARTMENT OF AGRICULTURE (10) OR OTHER ()	ADDITIONAL FEE		COST			
8. OPTIONAL FILER REFERENCE DATA						

New Mexico, Secretary of State

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/99)
NATUCC1 - 1000 CT System-06/06

mn4736106-5

REEL: 019140 FRAME: 0853

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

01-1001140220

08/20/2001 06:02 PM



FILED

TEXAS SECRETARY OF STATE

505



853620008

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Black Warrior Wireline Corp.					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 3748 Highway 45 North			CITY Columbus	STATE MS	POSTAL CODE 39701
				COUNTRY USA	
1d. TAX ID # EIN OR EIN	ADDL. INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
11-2904094		corporation	Delaware	DE-2136338 <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
				COUNTRY	
2d. TAX ID # EIN OR EIN	ADDL. INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME General Electric Capital Corporation, as Agent					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1100 Abernathy Road, Suite 900			CITY Atlanta	STATE GA	POSTAL CODE 30328
				COUNTRY USA	

4. THIS FINANCING STATEMENT covers the following collateral:

All personal property now owned or hereafter acquired.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. THIS FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS.	A. Check to REQUEST SEARCH REPORT (S) on Debtor(s)		B. Check to REQUEST SEARCH REPORT (S) on Debtor(s)			
7. OPTIONAL FILER REFERENCE DATA	Texas, Secretary of State					

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)
NATUCC1 - 3/90) C.T. Systems Online

MN4736106-6

WYOMING

SEC. OF STATE

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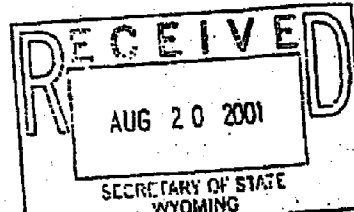
UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Return To
CT Corporation Systems
UCC Division
17 South High St #1100
Columbus OH 43215



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY.

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Black Warrior Wireline Corp.					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 3748 Highway 45 North			CITY Columbus	STATE MS	POSTAL CODE 39701
1d. TAX ID # SEN OR EIN 11-2904094			1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any DE-2136338

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. TAX ID # SEN OR EIN			2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any

3. SECURED PARTY'S NAME for NAME of TOTAL ASSIGNEE or ASSIGNOR SUPP - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME General Electric Capital Corporation, as Agent					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1100 Abernathy Road, Suite 900			CITY Atlanta	STATE GA	POSTAL CODE 30328

4. This FINANCING STATEMENT covers the following collateral:

All personal property now owned or hereafter acquired.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSOR/LESSOR	CONSIGNEE/CONSIGNOR	SALES/BAILOR	SELLER/BUYER	AS LIEN	NON-UCC FILING
6. THIS FINANCING STATEMENT IS TO BE FILED (for record) (or recorded) in the REAL	7. Check (6) REQUEST SEARCH REPORT(S) on Debtor(s)	ALL Debtors	Debtor 1	Debtor 2		
8. OPTIONAL FILER REFERENCE DATA	Wyoming, Secretary of State					

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/23/98)
NATIVITY - State (1) System (2) Date

MN473U106-7