

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA	
Name	Execution Date
T-3 Energy Services, Inc.	10/26/2007

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association, as US Administrative Agent
Street Address:	1000 Louisiana Street
Internal Address:	9th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002

PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6557577
Patent Number:	7207382
Patent Number:	D521537
Application Number:	60591451
Application Number:	60867476
Application Number:	60979022
Application Number:	60979025

CORRESPONDENCE DATA	
Fax Number:	(214)745-5390
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-745-5226
Email:	awalker@winstead.com
Correspondent Name:	Andrea Walker, Winstead PC
Address Line 1:	P.O. Box 50784
Address Line 4:	Dallas, TEXAS 75250-0784

CH \$280.00 6557577

ATTORNEY DOCKET NUMBER:

4839-370 T-3 ENERGY PATS

NAME OF SUBMITTER:

Andrea Walker

**Total Attachments: 12**

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**FIRST AMENDED AND RESTATED  
SECURITY INTEREST ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS FIRST AMENDED AND RESTATED SECURITY INTEREST ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement") is entered into as of October 26, 2007, by and among T-3 Energy Services, Inc., a Delaware corporation (the "US Borrower"), each of the Guarantors set forth on the signature pages hereof and being Domestic Subsidiaries (each a "Guarantor," and collectively the "Guarantors") (each of the US Borrower and the Guarantors may be referred to herein as an "Assignor" or, collectively, as "Assignors"), and Wells Fargo Bank, National Association, a national banking association, in its capacity as US Administrative Agent. (the "US Administrative Agent") for the Issuing Lenders and the Lenders party to the Credit Agreement referred to below (collectively the "Parties").

RECITALS:

A. US Borrower, T3 Energy Services (formerly known as T-3 Oilco Energy Services Partnership), an Alberta general partnership, as Canadian Borrower, certain lenders or other financial institutions or entities parties thereto (the "Lenders"), Comerica Bank, an authorized foreign bank under the Bank Act (Canada) acting through its Canadian branch, as agent for itself and the Canadian Lenders (the "Canadian Administrative Agent") and the US Administrative Agent are parties to that certain Second Amended and Restated Credit Agreement dated as of October 26, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. Pursuant to the Credit Agreement, the Parties have executed an Amended and Restated Schedule of Intellectual Property dated as of October 26, 2007 (the "Schedule").

C. Pursuant to the Credit Agreement, the US Borrower, the Guarantors and the US Administrative Agent have entered into that certain Second Amended and Restated Pledge and Security Agreement dated as of October 26, 2007 (as the same may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), which amends and restates that certain First Amended and Restated Pledge and Security Agreement dated as of September 30, 2004 (as the same has been amended, restated, supplemented or modified from time to time, the "Existing Security Agreement"). For purposes of this Agreement, the Security Agreement and the Existing Security Agreement are referred to collectively as the "Security Agreements". Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Security Agreements.

D. Pursuant to the Security Agreements, the Debtors, as defined in the Security Agreements, have granted to the US Administrative Agent and the Secured Parties a lien on and security interest in certain Intellectual Property, including without limitation the Trademarks and Patents described therein, including without limitation all trademarks, service marks and registrations and applications therefor, and the goodwill represented thereby, both foreign and domestic at any time owned by the Debtors, including without limitation, patent applications and patents, both foreign and domestic at any time owned by the Debtors, including without limitation those described on both the Schedule and Exhibit A attached hereto, and excluding any

Patent or Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included herein and therein (collectively, the "Intellectual Property Collateral").

D. It is a condition to the US Administrative Agent's and the Secured Parties' obligations under the Credit Agreement and Security Agreement that the parties hereto execute this Agreement to memorialize the granting of the security interest in and to the Intellectual Property Collateral in a form suitable for recording in the United States Patent and Trademark Office, and/or any other jurisdiction in which such document can be filed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the Parties agree as follows:

1. Grant of Security Interest. As collateral security for the prompt payment and performance in full when due of the Secured Obligations (whether at stated maturity, by acceleration, or otherwise), each Assignor hereby grants to the US Administrative Agent and the Secured Parties a continuing security interest, lien and collateral assignment in all of such Assignor's right, title and interest in and to the Intellectual Property Collateral, whether presently existing or hereafter created or acquired, including without limitation, all rights, title and interest associated with the foregoing throughout the world, all goodwill of the business associated therewith or symbolized by any of the foregoing, any licenses, license rights, income, damages, payments, claims and royalties for past, present and future infringements of such rights and the right to sue for past, present and future infringements of any of the foregoing, and all products and proceeds of the foregoing.

2. After Acquired Intellectual Property Collateral Rights. If any Assignor shall obtain rights to any new Intellectual Property Collateral, the provisions of this Agreement shall automatically apply thereto. Any such Assignor shall give prompt notice in writing to the US Administrative Agent with respect to any such new Intellectual Property Collateral and shall execute and deliver an amendment to this Agreement to reflect such additional Intellectual Property Collateral. Any such Assignor shall bear any expenses incurred in connection with future applications related to any type of Intellectual Property.

3. Assignment. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that any Assignor may not delegate or assign any of its duties or obligations under this Agreement without the prior written consent of the US Administrative Agent. THE US ADMINISTRATIVE AGENT RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY.

4. Counterparts. This Agreement 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 instrument. Signatures transmitted by facsimile or other electronic means shall be effective as originals.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICTS OF LAW. EACH ASSIGNOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN TEXAS, AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN THE US ADMINISTRATIVE AGENT AND ANY ASSIGNOR BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN THE US ADMINISTRATIVE AGENT AND ANY ASSIGNOR SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN TEXAS HAVING JURISDICTION UNLESS THE US ADMINISTRATIVE AGENT SHALL ELECT OTHERWISE. THE PARTIES HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.

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IN WITNESS WHEREOF, the Assignors and the US Administrative Agent have executed this Agreement by their duly authorized officers as of the date first above written.

US BORROWER:

T-3 Energy Services, Inc.,

By: Michael T. Mino  
Michael T. Mino, Vice President

GUARANTORS:

- COR-VAL HOLDINGS, INC.
- COR-VAL LP, INC.
- MANIFOLD VALVE SERVICES, INC.
- O & M EQUIPMENT HOLDINGS, INC.
- O & M EQUIPMENT LP, INC.
- PIPELINE VALVE SPECIALTY, INC.
- PREFERRED INDUSTRIES HOLDINGS, INC.
- PREFERRED INDUSTRIES LP, INC.
- T-3 CANADIAN HOLDINGS, INC.
- T-3 CUSTOM COATING APPLICATORS, INC.
- T-3 MANAGEMENT HOLDINGS, INC.
- T-3 SUPPORT SERVICES, INC.
- THE REX GROUP, INC.
- UNITED WELLHEAD SERVICES, INC.

By: Michael T. Mino  
Michael T. Mino, Vice President of  
each of the foregoing companies

- T-3 FINANCIAL SERVICES LP, INC.
- T-3 MANAGEMENT LP, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignors and the US Administrative Agent have executed this Agreement by their duly authorized officers as of the date first above written.

US BORROWER:

T-3 Energy Services, Inc.,

By: \_\_\_\_\_  
Michael T. Mino, Vice President

GUARANTORS:

COR-VAL HOLDINGS, INC.  
COR-VAL LP, INC.  
MANIFOLD VALVE SERVICES, INC.  
O & M EQUIPMENT HOLDINGS, INC.  
O & M EQUIPMENT LP, INC.  
PIPELINE VALVE SPECIALTY, INC.  
PREFERRED INDUSTRIES HOLDINGS, INC.  
PREFERRED INDUSTRIES LP, INC.  
T-3 CANADIAN HOLDINGS, INC.  
T-3 CUSTOM COATING APPLICATORS, INC.  
T-3 MANAGEMENT HOLDINGS, INC.  
T-3 SUPPORT SERVICES, INC.  
THE REX GROUP, INC.  
UNITED WELLHEAD SERVICES, INC.

By: \_\_\_\_\_  
Michael T. Mino, Vice President of  
each of the foregoing companies

T-3 FINANCIAL SERVICES LP, INC.  
T-3 MANAGEMENT LP, INC.

By: Joan E. Zechman  
Name: Joan E. Zechman  
Title: President + Treasurer

COR-VAL, L.P.

By: Cor-Val Holdings, Inc.,  
its sole general partner

By: Michael T. Mino  
Michael T. Mino, Vice President

O&M EQUIPMENT, L.P.

By: O & M Equipment Holdings, Inc.,  
its sole general partner

By: Michael T. Mino  
Michael T. Mino, Vice President

PREFERRED INDUSTRIES, L.P.

By: Preferred Industries Holdings, Inc.,  
its sole general partner

By: Michael T. Mino  
Michael T. Mino, Vice President

T-3 FINANCIAL SERVICES, L.P.

By: T-3 Management Holdings, Inc.  
its sole general partner

By: Michael T. Mino  
Michael T. Mino, Vice President

T-3 MANAGEMENT SERVICES, L.P.

By: T-3 Management Holdings, Inc.,  
its sole general partner

By: Michael T. Mino  
Michael T. Mino, Vice President

FIRST AMENDED AND RESTATED SECURITY INTEREST ASSIGNMENT  
OF INTELLECTUAL PROPERTY (Signature Page)

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4839-370 10/17/2007

**PATENT**  
**REEL: 020174 FRAME: 0150**



T-3 PROPERTY HOLDINGS, INC.

By: Michael T. Myno  
Name: Michael T. Myno  
Title: Vice President

FIRST AMENDED AND RESTATED SECURITY INTEREST ASSIGNMENT  
OF INTELLECTUAL PROPERTY (Signature Page)  
Dallas 1\5109273\3  
4839-370 10/17/2007

PATENT  
REEL: 020174 FRAME: 0151

US ADMINISTRATIVE AGENT:

Wells Fargo Bank, National Association

By: Michael  
Michael G. Janak, Vice President

SECURITY INTEREST ASSIGNMENT  
OF INTELLECTUAL PROPERTY (Signature Page)

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4839-370 10/9/2007

PATENT  
REEL: 020174 FRAME: 0152

**EXHIBIT A**

TRADEMARKS:

MARK	JURISDICTION	APPLICATION NO. FILING DATE	REGISTRATION NO. REG. DATE	OWNER
COR-VAL & DESIGN	U.S.	73/369,448 06/14/1982	1,282,100 06/19/1984	T-3 Property Holdings, Inc.
DIAMOND	U.S.	78/433,836 06/11/2004		T-3 Property Holdings, Inc.
DIAMOND	Mexico	692345 12/10/2004	883,748 5/27/2005	T-3 Property Holdings, Inc.
DIAMOND	Canada	1,239,199 11/19/2004		T-3 Property Holdings, Inc.
T3	Brazil	827464738 5/30/2005		T-3 Property Holdings, Inc.
T3	Brazil	827464720 5/30/2005		T-3 Property Holdings, Inc.
T3	Brazil	827464703 5/30/2005		T-3 Property Holdings, Inc.
T3	Brazil	827464711 5/30/2005		T-3 Property Holdings, Inc.
T3	Canada	1,234,836 10/22/2004	TMA663,890 5/10/2006	T-3 Property Holdings, Inc.
T3	Malaysia	2005/08819 6/2/2005		T-3 Property Holdings, Inc.
T3	Mexico	685899 11/3/2004	890,249 7/15/2005	T-3 Property Holdings, Inc.
T3	Mexico	685897 11/3/2004	906677 10/31/2005	T-3 Property Holdings, Inc.
T3	Mexico	685900 11/3/2004	906679 10/31/2005	T-3 Property Holdings, Inc.
T3	Mexico	685896 11/3/2004	865,369 1/21/2005	T-3 Property Holdings, Inc.
T3	Mexico	685901	906680	T-3 Property Holdings,

Exhibit A to First Amended and Restated  
Security Interest Assignment of Trademarks

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4839-370 11/5/2007

**PATENT**  
**REEL: 020174 FRAME: 0153**

		11/3/2004	10/31/2005	Inc.
T3	Mexico	685898 11/3/2004	906678 10/31/2005	T-3 Property Holdings, Inc.
T3	United States	78/494,938 10/5/2004	3,035,106 12/27/2005	T-3 Property Holdings, Inc.
T3	United States	78/535,825 12/20/2004	3,065,512 3/7/2006	T-3 Property Holdings, Inc.
T3	United States	78/543,180 1/6/2005	3,029,168 12/13/2005	T-3 Property Holdings, Inc.
T3	United States	78/600,156 4/1/2005	3,046,203 1/17/2006	T-3 Property Holdings, Inc.
T3	United States	78/619,790 4/29/2005	3,079,782 4/11/2006	T-3 Property Holdings, Inc.
T3 LOGO MARK	United States	78/494,905 10/5/2004	3,023,519 12/6/2005	T-3 Property Holdings, Inc.
T3 LOGO MARK	United States	78/535,826 12/20/2004	3,065,513 3/7/2006	T-3 Property Holdings, Inc.
T3 LOGO MARK	United States	78/543,185 1/6/2005	3,029,169 12/13/2005	T-3 Property Holdings, Inc.
T3 LOGO MARK	United States	78/600,148 4/1/2005	3,046,202 1/17/2006	T-3 Property Holdings, Inc.
T3 LOGO MARK	United States	78/619,794 4/29/2005	3,079,783 4/11/2006	T-3 Property Holdings, Inc.
TIMESAVER	United States	77/301,053 10/10/2007		T-3 Property Holdings, Inc.

Exhibit A to First Amended and Restated  
Security Interest Assignment of Trademarks

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4839-370 11/5/2007

**PATENT**  
**REEL: 020174 FRAME: 0154**

PATENTS:

TITLE	JURISDICTION	APPLICATION NO. FILING DATE	ISSUE NO. ISSUE DATE	OWNER
Shearing Sealing Ram	U.S.	60/591,451 07/27/2004		T-3 Property Holdings, Inc.
Threaded union safety device and method	U.S.	09/885,322 06/19/2001	6,557,577 05/06/2003	T-3 Property Holdings, Inc.
Shearing Sealing Ram	U.S.	11/189,165 07/26/2005	7,207,382 04/24/2007	T-3 Property Holdings, Inc.
Shearing Sealing Ram	Australia	2005269523 07/26/2005		T-3 Property Holdings, Inc.
Shearing Sealing Ram	European Patent Convention	05774653.9 07/26/2005		T-3 Property Holdings, Inc.
Shearing Sealing Ram	Mexico	MX/A/2007/000532 07/26/2005		T-3 Property Holdings, Inc.
Shearing Sealing Ram	Hong Kong	07109620.2 07/26/2005		T-3 Property Holdings, Inc.
Direct Connecting Downhole Control System	U.S.	60/867,476 11/28/2006		T-3 Property Holdings, Inc.
Direct Connecting Downhole Control System	Mexico	MX/A/2007/003629 03/27/2007		T-3 Property Holdings, Inc.
Diamond-Shaped Face for Oil Field Pressure Control Equipment Valves or the Like	Mexico	PA/f/2005/000117 01/21/2005	21004 06/28/2006	T-3 Property Holdings, Inc.
Diamond-Shaped Face on Blowout Preventers, Valves, Chokes, or the Like	United States	29/210,780 7/21/2004	D521,537 5/23/2006	T-3 Property Holdings, Inc.
Shearing Sealing Ram	Canada	2,573,159 7/26/2005		T-3 Property Holdings, Inc.
Oilfield Pressure Control Equipment	Canada	109075 11/18/2004	109075 5/8/2006	T-3 Property Holdings, Inc.

Exhibit A to First Amended and Restated  
Security Interest Assignment of Trademarks

Direct Connecting Downhole Control System	Canada	2,581,581 3/14/2007		T-3 Property Holdings, Inc.
D5 Oil Field Gate Valve	United States	60/979,022 10/10/2007		T-3 Property Holdings, Inc.
D10 Oil Field Gate Valve	United States	60/979,025 10/10/2007		T-3 Property Holdings, Inc.

Exhibit A to First Amended and Restated  
Security Interest Assignment of Trademarks

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4839-370 11/5/2007

**RECORDED: 11/29/2007**

**PATENT**  
**REEL: 020174 FRAME: 0156**