

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

9097-34

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Duhn Oil Tool, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 19, 2007

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Freeport Financial LLC, as agent

Internal Address: _____

Street Address: 500 W. Madison

City: Chicago

State: IL

Country: USA Zip: 60661

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.
B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 440

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

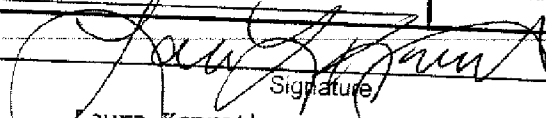
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:



Laura Konrath

Name of Person Signing

1/29/08
Date

Total number of pages including cover sheet, attachments and documents: ☐

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$440.00 232428 10325047

PATENT

REEL: 020442 FRAME: 0486

700359095

Continuation
Item 4

SCHEDULE 1
to
Patent Security Agreement

PATENTS

Title	Country	Patent No. Issue Date	Pub. No./Pub. Date	Application No./Filing Date	Owner
Coil Tubing Hanger System	U.S.	6,588,510 7/8/2003	20030051884 3/29/03	09/954,354 9/17/2001	Duhn Oil Tool, Inc.
Drilling Quick Connectors	U.S.	6,199,914 3/13/2001	-	09/274,857 3/23/1999	Duhn Oil Tool, Inc.
Ring Seal Packer	U.S.	5,303,774 4/19/1994	-	07/989,202 12/11/1992	Duhn Oil Tool, Inc.
Two piece drilling flange	U.S.	5,611,398 3/18/1997	-	08/534127 9/26/1995	Duhn Industries
Well Tubing Rotator	U.S.	6,543,533 4/8/2003	20020121367 9/5/2002	09/798,436 3/2/2001	Duhn Oil Tool, Inc.
Wellhead Isolation Tool	U.S.	6,920,925 7/26/2005	20030221823 12/04/2003	10/369,070 2/19/2003	Duhn Oil Tool, Inc.

PATENT APPLICATIONS

Title	Country	Patent No. Issue Date	Pub. No./Pub. Date	Application No./Filing Date	Owner
Drilling quick connectors	U.S.	-	-	10/325047 12/20/2002	Duhn Oil Tool, Inc.
Drilling quick connectors	U.S.	-	-	11/581229 10/12/2006	Duhn Oil Tool, Inc.
Wellhead isolation tool and method of fracturing a well	U.S.	-	20060060349 3/23/2006	11/272289 11/9/2005	Duhn Oil Tool, Inc.
Wellhead isolation tool and method of fracturing a well	U.S.	-	20050092496 5/5/2005	10/947778 9/23/2004	Duhn Oil Tool, Inc.
Wellhead isolation tool, wellhead assembly incorporating the same, and method of fracturing a well	U.S.	-	20070272402 11/29/2007	11/891431 8/9/2007	Duhn Oil Tool, Inc.

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PATENT SECURITY AGREEMENT

(PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)

WHEREAS, Duhn Oil Tool, Inc. (d/b/a Wellhead Inc.), a California corporation (herein referred to as "Grantor"), owns the Patents listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as of December 19, 2007 (as further amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, Seaboard International Inc., the other loan parties party thereto, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Freeport Financial LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Subsidiary Security Agreement dated as of April 18, 2007 (as amended, restated, supplemented or modified from time to time, the "Security Agreement") among Seaboard Wireline, Inc., a Texas corporation, Grantor and Freeport Financial LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, "Grantee") to which Grantor has joined pursuant to the Affirmation Agreement (as defined in the Credit Agreement), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent (as defined in the Credit Agreement) owned by Grantor, including, without limitation, each Patent and Patent application referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Credit Agreement) to which Grantor is a party; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Patent License.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so

long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the terms of the Security Agreement and the terms hereof, the terms of the Security Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

DUHN OIL TOOL, INC.

By: 

Name: J. Kelly Joy

Title: President and Chief Executive Officer

ACKNOWLEDGED:

FREEPORT FINANCIAL LLC, as Agent

By: _____

Name: _____

Signature Page to Patent Security Agreement

PATENT
REEL: 020442 FRAME: 0490

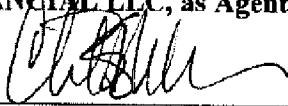
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

DUHN OIL TOOL, INC.

By: _____
Name:
Title:

ACKNOWLEDGED:

FREEPORT FINANCIAL LLC, as Agent

By:  _____
Name: Chad Blakeman
Title: Authorized Signatory

Signature Page to Patent Security Agreement

PATENT
REEL: 020442 FRAME: 0491

SCHEDULE 1
to
Patent Security Agreement

PATENTS

Title	Country	Patent No. Issue Date	Pub. No./Pub. Date	Application No./Filing Date	Owner
1 Coil Tubing Hanger System	U.S.	6,588,510 7/8/2003	20030051884 3/29/03	09/954,354 9/17/2001	Duhn Oil Tool, Inc.
2 Drilling Quick Connectors	U.S.	6,199,914 3/13/2001	-	09/274,857 3/23/1999	Duhn Oil Tool, Inc.
3 Ring Seal Packer	U.S.	5,303,774 4/19/1994	-	07/989,202 12/11/1992	Duhn Oil Tool, Inc.
4 Two piece drilling flange	U.S.	5,611,398 3/18/1997	-	08/534127 9/26/1995	Duhn Industries
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8 Drilling quick connectors	U.S.	-	-	11/581229 10/12/2006	Duhn Oil Tool, Inc.
9 Wellhead isolation tool and method of fracturing a well	U.S.	-	20060060349 3/23/2006	11/272289 11/9/2005	Duhn Oil Tool, Inc.
10 Wellhead isolation tool and method of fracturing a well	U.S.	-	20050092496 5/5/2005	10/947778 9/23/2004	Duhn Oil Tool, Inc.
11 Wellhead isolation tool, wellhead assembly incorporating the same, and method of fracturing a well	U.S.	-	20070272402 11/29/2007	11/891431 8/9/2007	Duhn Oil Tool, Inc.

CHI:2012626.3

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January 22, 2008

VIA TELECOPIER

U.S. Patent & Trademark Office
Assignment Division
Box Assignments
1213 Jefferson Davis Hwy.
Suite 320
Washington, DC 20231

Re: Client #9097/34 – Freeport Financial/Duhn Oil Tool

Dear Commissioner:

Enclosed is a Patent Security Agreement. Please file the enclosed with the Patent Assignment Department of the U.S. Patent and Trademark Office.

Please deduct \$440 from Deposit Account #232428. When the filing process is completed, please send the file-stamped document to:

Fax to Laura Konrath c/o Winston & Strawn (312) 558-5700 or send via email to lkonrath@winston.com

Should you require any additional information, please do not hesitate to call.
Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN LLP

Laura L. Konrath
Senior Legal Assistant

LLK:cl
Enclosures

WINSTON & STRAWN LLP**Facsimile**35 W. WACKER DRIVE, CHICAGO IL 60601-9703
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Fax Number: 312-558-5700

FROM: Laura Konrath
312-558-6352**DATE:**

1/31/08

CHARGEBACK:

11028

9097/34

Please Deliver as Soon as Possible To:

	RECIPIENT	COMPANY	FAX NO.	PHONE NO.
1.	MAIL STOP ASSIGNMENT RECORDATION SERVICE	USPTO	(571) 273-0140	

Total number of pages including this page:

9 pages

COMMENTS**CONFIRMATION OF RECEIPT REQUESTED**

Enclosed: -Facsimile Cover Sheet
 -Cover Letter
 -Recordation Cover Sheet
 -Schedule of U.S. Patents
 -Patent Security Agreement

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL AS SOON AS POSSIBLE. THANK YOU.
312-558-6352

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