

03-17-2009



103552456

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

3-16-09

1. Name of conveying party(ies)
 ALLIS-CHALMERS ENERGY INC.
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: ROYAL BANK OF CANADA, AS ADMINISTRATIVE AGENT
 Internal Address: c/o Agency Services Group
 Street Address: Royal Bank Plaza, P.O. Box 50, 200 Bay
Street, 12th Floor, South Tower
 City: Toronto
 State: Ontario
 Country: Canada Zip: M5J 2W7
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) December 30, 2008
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.
 A. Patent Application No.(s)
 B. Patent No.(s)
 Patent No. 6,148,924 [USA]
 Patent No. 6,349,764 [USA]
 Patent No. 6,364,012 [USA]
 Patent No. 6,378,614 [USA]
 Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
 Name: ROBERT C. SHEARER, ESQ.
 Internal Address: THOMPSON & KNIGHT LLP
 Street Address: 333 CLAY STREET, SUITE 3300
 City: HOUSTON
 State: TEXAS Zip: 77002
 Phone Number: (713) 951-5896
 Fax Number: (713) 654-1871
 Email Address: robert.shearer@tklaw.com

6. Total number of applications and patents involved: Ten (10)
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 400.00
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
 Deposit Account Number 03/16/2009 NJAHAI 00000048 6148924
 Authorized User Name 01-001 400.00 UP

9. Signature: Robert C. Shearer Signature March 12, 2009 Date
 ROBERT C. SHEARER Name of Person Signing
 Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

**ALLIS-CHALMERS ENERGY INC., AS CONVEYING PARTY, TO
ROYAL BANK OF CANADA, AS ADMINISTRATIVE AGENT**

ADDITIONAL PAGE

4. B. Patent No.(s):

Patent No. 6,644,413 [USA]

Patent No. 7,025,147 [USA]

Patent No. 11/402,302 [USA]

Patent No. 129506 [EPO/Designated France, Germany and the United Kingdom]

Patent No. 2,410,574 [Canada]

Patent No. PA/a/2002011876 [Mexico]

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of December 30, 2008 (this "Patent and Trademark Security Agreement") is made by and among Allis-Chalmers Energy Inc., a Delaware corporation ("Debtor"), certain subsidiaries of the Debtor party hereto (collectively with the Debtor, the "Grantors" and individually, a "Grantor"), and Royal Bank of Canada as administrative agent (the "Administrative Agent") for the benefit of the Secured Party (as defined in the Pledge and Security Agreement referred to herein).

Preliminary Statement

This Patent and Trademark Security Agreement is entered into in connection with that certain Second Amended and Restated Credit Agreement dated as of April 26, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement") among Debtor, the lenders party thereto from time to time (the "Lenders"), and Royal Bank of Canada, as Administrative Agent, collateral agent, and L/C issuer.

Grantors own the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and are parties to the patent and trademark licenses listed on Schedule 1 attached hereto and by this reference incorporated herein.

In connection with the Credit Agreement, the Grantors entered into an Amended and Restated Pledge and Security Agreement dated as of April 26, 2007 (as amended or otherwise modified from time to time, the "Pledge and Security Agreement") in favor of the Administrative Agent for the benefit of the Secured Party, pursuant to which the Grantors have granted to the Administrative Agent a security interest in all rights, title and interest of the Grantors in and to the Intellectual Property, as such term is defined in the Pledge and Security Agreement, including, without limitation, all rights, title and interest of Grantors, in, to, and under all now owned and hereafter acquired Patents and Trademarks (each as defined in the Pledge and Security Agreement), set forth on Schedule 1 attached hereto, to secure the prompt payment, performance and observance of the Security Interest (as defined in the Pledge and Security Agreement).

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantors do hereby further confirm, and put on the public record, their grant to the Administrative Agent of a security interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (i) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including but not limited to all the property set forth as "Patents" on Schedule I hereto, and any patent applications in preparation for filing, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (i), and (iii) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above; provided, in the case of clause (iii) such grant is limited to the

maximum extent a Grantor may grant such a security interest without violating the terms of any such patent license or other agreement or causing a termination or cancellation thereof;

(b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including but not limited to all of the property set forth as "Trademarks" on Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, (ii) the right to obtain all reissues, extensions or renewals of the foregoing, (iii) all trademark licenses for the grant by or to any Grantor of any right to use any trademark; provided, in the case of clause (iii) such grant is limited to the maximum extent a Grantor may grant such a security interest without violating the terms of any such trademark license or causing a termination or cancellation thereof, and (iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii), and to the extent applicable clause (iii); and

(c) all products and proceeds of the foregoing, including, without limitation, licenses, royalties income, payments, claims, damages and proceeds of infringement suits, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any patent, trademark, or patent or trademark registrations referred to herein, the patent or trademark registrations issued with respect to the patent or trademark applications referred to herein and the trademarks licensed under any trademark license, or (ii) injury to the goodwill associated with any patent, trademark, patent or trademark registration, or patent or trademark licensed under any patent or trademark license.

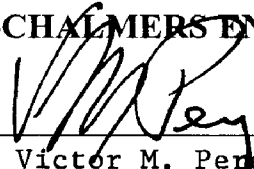
This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Pledge and Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures on following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

GRANTORS

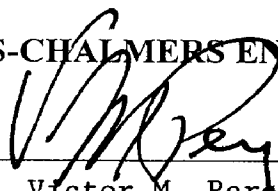
ALLIS-CHALMERS ENERGY INC.

By: 
Name: Victor M. Perez
Title: Chief Financial Officer

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

GRANTORS

ALLIS-CHALMERS ENERGY INC.

By: 
Name: Victor M. Perez
Title: Chief Financial Officer

**SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

Item A. Patent Collateral

Issued Patents and Pending Patent Applications

Company	Title	Country	Serial No./ Patent No.	Filing Date/ Grant Date	Previous Assignment Real/Frame (if any)
Allis-Chalmers Energy Inc.	Method and Apparatus for the Disassembly of Drill Pipe	USA	6,148,924	November 21, 2000	009592/0120
Allis-Chalmers Energy Inc.	Drilling Rig, Pipe and Support Apparatus	USA	6,349,764	February 26, 2002	011112/0144
Allis-Chalmers Energy Inc.	Drill Pipe Handling Apparatus	USA	6,364,012	April 2, 2002	011112/0122
Allis-Chalmers Energy Inc.	Method of Landing Items at a Well Location	USA	6,378,614	April 30, 2002	011108/0312
Allis-Chalmers Energy Inc.	Method of Landing Items at a Well Location	USA	6,644,413	November 11, 2003	012675/0941
Allis-Chalmers Energy Inc.	Apparatus for, and Method of, Landing Items at a Well Location	USA	7,025,147	April 11, 2006	014249/0389
Allis-Chalmers Energy Inc.	Apparatus for, and Method of, Landing Items at a Well Location	USA	11/402,302	April 10, 2006	
Allis-Chalmers Energy Inc.	Pipe Handling Apparatus and Method of Landing Items at a Well Location	EPO	129506	April 12, 2006 *designated France, Germany and the United Kingdom	

Company	Title	Country	Serial No./ Patent No.	Filing Date/ Grant Date	Previous Assignment Real/Frame (if any)
Allis-Chalmers Energy Inc.	Drilling Rig, Pipe and Support Apparatus, Pipe Handling Apparatus and Method of Landing Items at a Well Location	Canada	2,410,574		
Allis-Chalmers Energy Inc.	Drilling Rig, Pipe and Support Apparatus, Pipe Handling Apparatus and Method of Landing Items at a Well Location	Mexico	PA/a/200201 1876		

Item B. Trademark Collateral

None.