

08-14-2000



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Form PTO-1594  
1-31-92

RECORDATION  
TRADEMARK

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Landry Service Co., Inc.

Individuals  Association  
 General Partnership - 7.17.00  Limited Partnership  
 Corporation - State: Texas  
 Other

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

2. Name and address of receiving party(ies):

Name: Bank of America, N.A.  
Internal Address: \_\_\_\_\_  
Street Address: 100 North Tryon Street  
City: Charlotte State: North Carolina ZIP: 28255

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- \_\_\_\_\_  
 Other - Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Interest  Change of Name  
 Other - \_\_\_\_\_

Execution Date: November 19, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)\

Please see attached Schedule A

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

Name: Brian Jaenicke, Legal Assistant  
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas  
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 7

7. Total fee (37 CFR 3.41): \$ 190.00

Enclosed  
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:  
23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian T. Jaenicke Name of Person Signing  
[Signature] Signature 7/17/00 Date

Total number of pages comprising cover sheet: 1

08/14/2000 NTHA11 00000094 75513409  
01 FC:481E No. 0651-0011 (exp. 4/94) 40.00 OP  
02 FC:482 150.00 OP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## LIST OF MARKS

Mark	Registration (Application) Number	Registration (Application) Date
GT (and design)	75/513,409	July 1, 1998
LANSCO (and design)	75/512,075	July 1, 1998
GT SYSTEM	2,217,051	January 12, 1999
GAS TIGHT	2,227,419	March 2, 1999
TED SYSTEM	2,215,966	January 5, 1999
LANSCO (and design)	1,686,780	May 12, 1992
LANSCO (stylized letters)	1,444,477	June 23, 1987

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, LANDRY SERVICE CO., INC., a Texas corporation (the "Grantor") with principal offices at 900 Georgia Avenue, Deer Park, Texas 77536, hereby assigns and grants to Bank of America, N.A., as Collateral Agent, with principal offices at 100 North Tryon Street, Charlotte, North Carolina 28255 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 19, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

\* \* \*

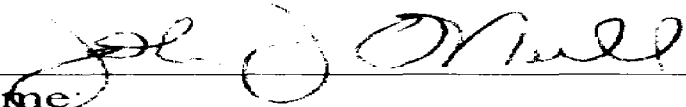
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 19<sup>th</sup>

day of November, 1999.

LANDRY SERVICE CO., INC.,  
as Grantor

By \_\_\_\_\_  
Name: *hw*  
Title:

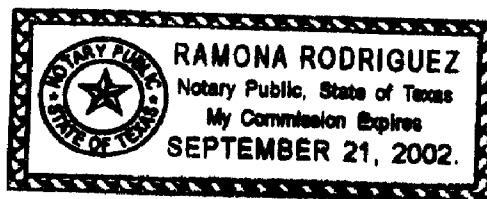
**BANK OF AMERICA, N.A.,  
as Collateral Agent and Grantee**

By   
Name:  
Title:

STATE OF TEXAS            )  
                                      ) ss.:  
COUNTY OF HARRIS        )

On this 19<sup>th</sup> day of November, 1999, before me personally came John J. O'Neill who, being by me duly sworn, did state as follows: that ~~he~~ is Managing Director of Bank of America, N.A., that ~~he~~ is authorized to execute the foregoing Grant on behalf of said corporation and that ~~he~~ did so by authority of the Board of Directors of said corporation.

Ramona Rodriguez  
Notary Public



STATE OF TEXAS            )  
  ) ss.:  
COUNTY OF HARRIS        )

On this 19<sup>th</sup> day of November, 1999, before me personally came Selby F. Little, III who, being by me duly sworn, did state as follows: that [s]he is Chief Financial Officer of LANDRY SERVICE CO., INC., that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

*Ramona Rodriguez*  
Notary Public

