



116 03

102329040

Original documents or copy thereof.

To the Honorable Commissioner of P

1. Name of conveying party(ies):

Grant Prideco, L.P.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas

Internal

Address:

Street Address: 31 West 52nd Street

City: New York State: NY Zip: 10019

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State (New York)
- Other

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
- Security Agreement
- Other Grant of Trademark
- Merger
- Change of Name

Execution Date: 12/19/2002

SECURITY
A AGREEMENT

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

A. Trademark Application No.(s) None.

B. Trademark Registration No.(s) 1,944,089 (see Attachment for additional numbers)

Additional number(s) attached Yes No

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

Name: Gina Durham

Internal Address:

01/07/2003 DBYRNE 00000071 1944089

01 FC:8521 40.00 OP
02 FC:8522 100.00 OP
03 FC:8523 120.00 OP

Street Address: c/o O'Melveny & Myers LLP

400 South Hope Street

Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 400.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Gina Durham

Name of Person Signing

Gina M. Durham
Signature

11/2/03

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Refund Ref: 0000123455
01/07/2003 DBYRNE

CHECK Refund Total: \$140.00

**ATTACHMENT
TO
TRADEMARK RECORDATION FORM COVER SHEET**

Additional Trademark Numbers

Trademark No.(s)

<u>Owner</u>	<u>US Trademark Description</u>	<u>Registration Date</u>	<u>Registration No.</u>
Grant Prideco, L.P.	GP Logo (Old)	5/12/98	2,155,966
Grant Prideco, L.P.	ANJO	6/5/01	2,457,341
Grant Prideco, L.P.	SPIRAL-WATE	8/23/83	1,248,819
Grant Prideco, L.P.	CASING PLUS	9/18/84	1,295,729
Grant Prideco, L.P.	CRA-CLAD	9/16/97	2,096,252

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, each undersigned grantor and each Additional Grantor that may become a party hereto after the date hereof in accordance with Section 22 of the Security Agreement referenced below (each, a **"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 19, 2002 (as amended, supplemented or otherwise modified from time to time, the **"Security Agreement"**; all capitalized terms used herein without definition having the meanings ascribed thereto in the Security Agreement), among the Grantors, Deutsche Bank Trust Company Americas, as Agent, (**"Secured Party"**) and the other grantors named therein, each Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral, for the purpose of securing all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the **"Trademark Registrations"**), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the **"Trademark Rights"**), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the **"Associated Goodwill"**); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **"proceeds"** includes whatever is

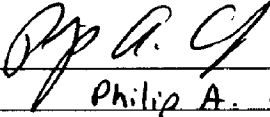
receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 19th day of December, 2002.

GRANT PRIDECO, L.P.

By: 
Name: Philip A. Choyce
Title: Vice President

SCHEDULE A

TO

GRANT OF TRADEMARK SECURITY INTEREST

Trademarks Pending:

None.

Trademarks Registered:

<u>Owner</u>	<u>US Trademark Description</u>	<u>Registration Date</u>	<u>Registration No.</u>
Grant Prideco, L.P.	SPIRALINE	12/26/95	1,944,089
Grant Prideco, L.P.	GP Logo (Old)	5/12/98	2,155,966
Grant Prideco, L.P.	ANJO	6/5/01	2,457,341
Grant Prideco, L.P.	SPIRAL-WATE	8/23/83	1,248,819
Grant Prideco, L.P.	CASING PLUS	9/18/84	1,295,729
Grant Prideco, L.P.	CRA-CLAD	9/16/97	2,096,252