

10-22-1999

FORM PTO-1594

(Rev. 6-93)

MRD 10-20-99

RE



2 SHEET

U.S. DEPARTMENT OF Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/9)

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

1. Name of conveying party(ies):

Drilltec Patents & Technologies Company, Inc.

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

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

2. Name and address of receiving party(ies)

Name: FIRST SOURCE FINANCIAL LLP

Internal Address:

Street Address: 2850 W. GOLF ROAD, 5TH FLOOR

City: Rolling Meadows State: IL Zip: 60008

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

If assignee is not domiciled in the United States, a domestrepresentative designation is attached: Yes No

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: Date: September 9, 1999

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

A. Trademark Application No.(s) 75/504,715

B. Trademark Registration No.(s):

Additional numbers attached? Yes No

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

Name: Federal Research Corp.

Internal Address:

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

10/21/1999 MTHA11 00000169 75504715

DO NOT USE THIS SPACE

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40.00 DP

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.

Nancy A. Butler Name of Person Signing

Nancy Butler Signature

10/15/99 Date

9

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

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

TRADEMARK REEL: 001977 FRAME: 0716

**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK), dated as of September ^{9th}, 1999 (this "Agreement"), between **DRILLTEC PATENTS & TECHNOLOGIES COMPANY, INC.**, a Delaware corporation ("**Borrower**"), and **FIRST SOURCE FINANCIAL LLP**, an Illinois registered limited liability partnership, as "**Agent**" for all "**Lenders**" (as such terms are defined in the Secured Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to a Secured Credit Agreement dated as of August 18, 1998 (as amended, restated, supplemented or otherwise modified from time to time, the "**Secured Credit Agreement**"), among Borrower, certain of its affiliates and FSFP, for itself, as a Lender, and as Agent for all other Lenders, Lenders have extended Commitments to make Loans and other extensions of credit to Borrower and such affiliates;

WHEREAS, in connection with the Secured Credit Agreement, Borrower and certain of its affiliates have executed and delivered to Agent a Security Agreement, dated as of August 18, 1998 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"); and

WHEREAS, as a condition precedent to the continual making of the Loans under the Secured Credit Agreement, Borrower is required to execute and deliver this Agreement and to grant to Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make Loans (including the initial Loans) and other extensions of credit pursuant to the Secured Credit Agreement, Borrower agrees, for the benefit of Agent and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of the Liabilities, Borrower does hereby mortgage, pledge and grant to Agent for the benefit of Agent and Lenders a continuing security interest in,

all of the following property of Borrower (the "**Trademark Collateral**"), whether now or hereafter owned, acquired, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, 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 foreign country, including those referred to in **Attachment 1** hereto;

(b) all Trademark licenses, including each Trademark license referred to in **Attachment 1** hereto;

(c) all reissues, extensions or renewals of any of the items described in **clauses (a) and (b)**;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in **clauses (a) and (b)**; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Attachment 1** hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of all Liabilities and the termination of all Commitments, Agent shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted

hereunder.

SECTION 5. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of Agent 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

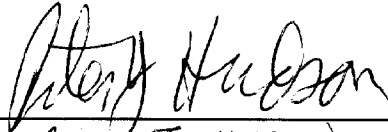
SECTION 6. Related Credit Document, Etc. This Agreement is a Related Credit Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**DRILLTEC PATENTS & TECHNOLOGIES
COMPANY, INC.**

By: 
Name: PETER S HUDSON
Title: VICE PRESIDENT

FIRST SOURCE FINANCIAL LLP, an Illinois
registered limited liability partnership, as Agent

By: First Source Financial, Inc., a Delaware
corporation, its Agent/Manager

By: _____
Name: _____
Title: _____

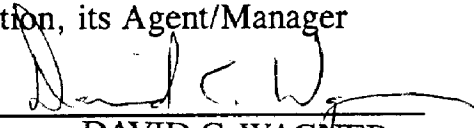
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**DRILLTEC PATENTS & TECHNOLOGIES
COMPANY, INC.**

By: _____
Name: _____
Title: _____

FIRST SOURCE FINANCIAL LLP, an Illinois
registered limited liability partnership, as Agent

By: First Source Financial, Inc., a Delaware
corporation, its Agent/Manager

By: 
Name: DAVID C. WAGNER
Title: VICE PRESIDENT

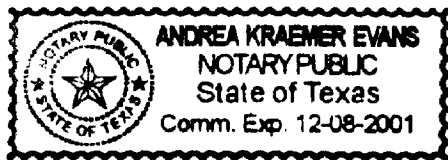
STATE OF Texas)
)
) SS.
COUNTY OF Harris)

I, Andrea Kraemer Evans, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Peter J. Hudson personally known to me to be a *Vice President* of DRILLTEC PATENT & TECHNOLOGIES COMPANY, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as *Vice President* of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of September, 1999.

Andrea Kraemer Evans
Notary Public

My Commission Expires:



Trademark Agreement

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

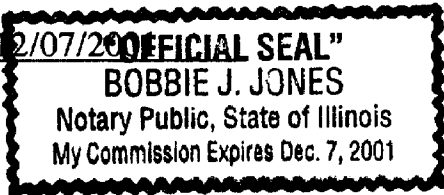
I, *Bobbie J. Jones*, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that *David C. Wagner* personally known to me to be a Vice President of FIRST SOURCE FINANCIAL, INC., a Delaware corporation, the Agent/Manager of First Source Financial LLP, an Illinois registered limited liability partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of September, 1999.

Bobbie J. Jones

Notary Public

My Commission Expires:



Item A. Trademarks

Registered Trademarks

None.

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>App. No.</u>	<u>Filing Date</u>
United States	PROCADD	75/504,715	06/18/96

Trademark Applications in Preparation

None.

Item B. Trademark Licenses

None.