

Reub. 11-14-03

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11-14-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

To the Honorable Commissioner of Patents and Trademarks 102599997

Original documents or copy thereof.

1. Name of conveying party(ies): 6-2-03 Layne Christensen Company, a Delaware corporation

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

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

- Assignment Merger Security Agreement Change of Name Other

Execution Date: July 9, 2002

2. Name and address of receiving party(ies) Name: General Electric Capital Corporation

Internal Address: Attention: Peter DiBiasi

Street Address: 401 Merritt Seven, Suite 23

City: Norwalk State: CT Zip: 06856

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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

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

A. Trademark Application No.(s) 76/271,810; 76/459,432; 76/459,433; 76/443,944

B. Trademark Registration No.(s) 1,742,751; 2,415,660; 1,375,703 2,352,660; 1,414,502; 1,451,314

Additional number(s) attached Yes No

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

Name: Husch & Eppenberger, LLC

Internal Address: Attention: Lisa Robison

Street Address: 1200 Main Street, Suite 1700

City: Kansas City State: MO Zip: 64105

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41): \$640.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Lisa Robison Name of Person Signing

Lisa Robison Signature

11/13/03 Date

Total number of pages including cover sheet, attachments, and document: 60

06/03/2003 LMUELLER 00000214 76271810

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

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TRADEMARK REEL: 002863 FRAME: 0509

Attachment to Trademark Recordation Coversheet

4a. Additional Trademark Application Numbers

- i) 76/483,382
- ii) 76/442,437

4b. Additional Trademark Registration Numbers

- i) 2,524,112
- ii) 2,442,348
- iii) 2,372,053
- iv) 2,045,091
- v) 1,346,868
- vi) 1,711,172
- vii) 1,737,083
- viii) 1,774,460
- ix) 1,478,106
- x) 1,185,637
- xi) 2,569,275
- xii) 2,569,277
- xiii) 2,569,276

TRADEMARK SECURITY AGREEMENT

(Domestic)

TRADEMARK SECURITY AGREEMENT, dated as of July 9, 2002, by LAYNE CHRISTENSEN COMPANY, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent, Revolving Credit Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers;

WHEREAS, Agent, Revolving Credit Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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 WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LAYNE CHRISTENSEN COMPANY, a
Delaware corporation

By: 

Name: Jerry W. Fanska

Title: Vice President - Finance

STATE OF MISSOURI)

) SS.

COUNTY OF JACKSON)

On this 9th day of July, 2002, before me appeared Jerry W. Fanska, to me personally known, who, being by me duly sworn, did say that he ~~is~~ is the VP Finance of **LAYNE CHRISTENSEN COMPANY**, a Delaware corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said officer acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Lisa Robison
Notary Public

My Commission Expires:

3/7/03

Lisa Robison
Type or Print Name

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Peter D. Biasi
Name: Peter DiBiasi
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Layne Christensen Company	1,742,751	12/29/92	United States of America
Layne Christensen Company	2,352,660	5/23/00	United States of America
Layne Christensen Company	2,415,660	12/26/00	United States of America
Layne Christensen Company	1,414,502	10/21/86	United States of America
Layne Christensen Company	1,375,703	12/17/85	United States of America
Layne Christensen Company	1,451,314	8/4/87	United States of America
Layne Christensen Company	2,524,112	1/1/02	United States of America
Layne Christensen Company	2,442,348	4/10/01	United States of America
Layne Christensen Company	2,372,053	8/1/00	United States of America
Layne Christensen Company	2,045,091	3/11/97	United States of America
Layne Christensen Company.	1,346,868	7/2/85	United States of America
Layne Christensen Company	1,711,172	9/1/02	United States of America
Layne Christensen Company	1,737,083	12/1/92	United States of America
Layne Christensen Company	1,774,460	6/1/93	United States of America
Layne Christensen Company	1,478,106	2/23/88	United States of America
Layne Christensen Company	1,185,637	1/12/82	United States of America
Layne Christensen Company	2,569,275	5/14/02	United States of America
Layne Christensen Company	2,569,277	5/14/02	United States of America
Layne Christensen Company	2,569,276	5/14/03	United States of America

TRADEMARK APPLICATIONS

Layne Christensen Company	76/271,810	6/15/01	United States of America
Layne Christensen Company	76/459,432	10/21/02	United States of America
Layne Christensen Company	76/459,433	10/21/02	United States of America
Layne Christensen Company	76/443,944	8/27/02	United States of America
Layne Christensen Company	76/483,382	1/21/03	United States of America
Layne Christensen Company	76/442,437	8/22/02	United States of America