

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Newpark Drilling Fluids, L.P.		08/18/2006	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Wilmington Trust Company, as Collateral Agent
Street Address:	Rodney Square North
Internal Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2551629	TORNADO DRYER
Registration Number:	2533378	TORNADO DRYER
Registration Number:	2309763	CYBERDRILL
Registration Number:	2419537	NEW 100 N
Registration Number:	2559140	DEEP DRILL
Registration Number:	2421755	DEEPDRILL
Registration Number:	2594534	CYBERDRILL
Registration Number:	2649746	MM
Registration Number:	2978391	NEWEASE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$240.00 2551629

Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1247
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	11/15/2006

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 18, 2006 is made by NEWPARK DRILLING FLUIDS, L.P., a Texas limited partnership, located at 3850 N. Causeway Blvd., Suite 1770, Metairie, LA 70002 (the "Grantor"), in favor of WILMINGTON TRUST COMPANY, a Delaware corporation, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 18, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NEWPARK RESOURCES, INC., a Delaware corporation ("Borrower"), the other Loan Parties, the Lenders, JPMORGAN CHASE BANK, N.A. as Administrative Agent, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the other Loan Parties have executed and delivered a Pledge and Security Agreement, dated as of August 18, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor 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 the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the 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 meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all

of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

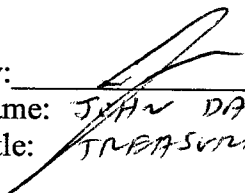
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 13th day of November, 2006.

NEWPARK DRILLING FLUIDS, L.P.
as Grantor

By: NEWPARK HOLDINGS, INC., its General Partner

By: 
Name: JEAN DARDENNE
Title: TREASURER

WILMINGTON TRUST COMPANY
as Collateral Agent for the Lenders

By: _____
Name:
Title:

of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

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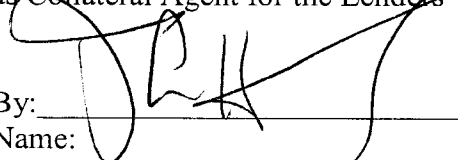
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ___ day of November, 2006.

NEWPARK DRILLING FLUIDS, L.P.
as Grantor

By: NEWPARK HOLDINGS, INC., its General Partner

By: _____
Name:
Title:

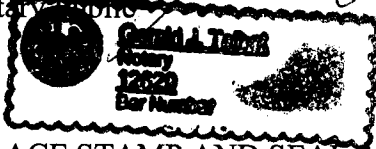
WILMINGTON TRUST COMPANY
as Collateral Agent for the Lenders

By: 
Name:
Title: **James A. Hanley**
Assistant Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF)
) ss
COUNTY OF)

On the 13th day of November, 2006, before me personally came JOHN DARDENNE, who is personally known to me to be the TREASURER of NEWPARK HOLDINGS, INC., a Louisiana corporation; who, being duly sworn, did depose and say that she/he is the TREASURER in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

(Handwritten Signature)
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF Delaware)
) ss
COUNTY OF New-Castle)

On the 13 day of November, 2006, before me personally came James A. Hesley, who is personally known to me to be the First Vice President of WILMINGTON TRUST COMPANY, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the VP in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Patricia W. Zink
Notary Public
PATRICIA W. ZINK
Notary Public - State of Delaware
My Comm. Expires July 12, 2009
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
TORNADO DRYER	2,551,629
TORNADO DRYER	2,533,378
CYBERDRILL	2,309,763
NEW 100 N	2,419,537
DEEP DRILL	2,559,140
DEEPDRILL	2,421,755
CYBERDRILL	2,594,534
MM	2,649,746
NEWEASE	2,978,391