

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 LLC (formerly known as Newpark Drilling Fluids, L.P.)		12/21/2007	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

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.
 Phone: (212) 455-7976

OP \$240.00 2551629

Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, 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: Mindy M. Lok

Signature: /m/

Date: 01/07/2008

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 21, 2007 is made by NEWPARK DRILLING FLUIDS LLC (formerly known as NEWPARK DRILLING FLUIDS, L.P.), a Texas limited liability company, located at 2700 Research Forest Drive, Suite 100, The Woodlands, Texas 77381 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of December 21, 2007 (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, and the Agent.

WITNESSETH:

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 an Amended and Restated Guarantee and Collateral Agreement dated as of December 21, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral 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 Guarantee and Collateral 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 Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

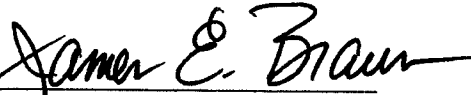
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral 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.

[Remainder of page intentionally left blank]

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


NEWPARK DRILLING FLUIDS LLC
(formerly known as NEWPARK DRILLING FLUIDS, L.P.),
as Grantor

By: 
Name: James E. Braun
Title: Vice President

[Signature Page to Security Interest in Trademark Rights]

TRADEMARK
REEL: 003704 FRAME: 0670

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: J. Charles Freel, Jr.
Title: Senior Vice President

[Signature Page to Security Interest in Trademark Rights]

TRADEMARK
REEL: 003704 FRAME: 0671

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
) ss
COUNTY OF Montgomery)

On the 20 day of December, 2007, before me personally came James E. Braun, who is personally known to me to be the Vice President of NEWPARK DRILLING FLUIDS LLC (formerly known as NEWPARK DRILLING FLUIDS, L.P.), a Texas limited liability company; who, being duly sworn, did depose and say that he is the Vice President in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such limited liability company; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Mary E. Kittell
Notary Public

(PLACE STAMP AND SEAL ABOVE)



[Signature Page to Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF LA)
PARISH OF ORLEANS) ss
COUNTY OF ORLEANS)

On the 10th day of December, 2007, before me personally came J. Charles Freel, Jr., who is personally known to me to be the Senior Vice President of JPMORGAN CHASE BANK, N.A.; who, being duly sworn, did depose and say that he is the Senior Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

(PLACE STAMP AND SEAL ABOVE)

Odom B. Heebe, Jr., Notary Public
Bar No. 23123
State of Louisiana
My commission is issued for life.

[Signature Page to Security Interest in Trademark Rights]

TRADEMARK
REEL: 003704 FRAME: 0673

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

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