

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Francis Oaks, LLC		05/04/2012	LIMITED LIABILITY COMPANY: DELAWARE
FDF Resources Holdings LLC		05/04/2012	LIMITED LIABILITY COMPANY: DELAWARE
Francis' Drilling Fluids, Ltd.		05/04/2012	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	2100 ROSS AVENUE		
Internal Address:	SUITE 1850		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3346323	FRANCIS DRILLING FLUIDS	
Registration Number:	3346324	FRANCIS DRILLING FLUIDS	
Registration Number:	3346325	FRANCIS DRILLING FLUIDS	
Registration Number:	3370910	FRANCIS DRILLING FLUIDS	
Registration Number:	3346326	FRANCIS DRILLING FLUIDS	
Registration Number:	3337446	FDF	
Registration Number:	3332863	FDF	
Registration Number:	3332864	FDF	
Registration Number:	3332865	FDF	
Registration Number:	3332866	FDF	

OP \$265.00 3346323

CORRESPONDENCE DATA**Fax Number:** 2147581550*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***Phone:** 2147581500**Email:** shernandez@pattonboggs.com**Correspondent Name:** Stephanie Hernandez**Address Line 1:** 2000 McKinney Avenue, Suite 1700**Address Line 2:** Patton Boggs LLP**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:**

009125.0163

NAME OF SUBMITTER:

Darren W. Collins

Signature:

/Darren W. Collins/

Date:

05/08/2012

Total Attachments: 11

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated as of May 4, 2012, is made by the Persons listed on the signature page hereof (individually, each a "Grantor" and collectively, jointly and severally, the "Grantors") in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for the Lenders party from time to time to the Credit Agreement referred to below (PNC, in such capacity, together with its successors and assigns in such capacity, "Agent").

WHEREAS, NEW FRANCIS OAKS, LLC, a limited liability company formed under the laws of the State of Delaware (to be merged with and into FDF RESOURCES HOLDINGS LLC, a limited liability company formed under the laws of the State of Delaware, "Holdings"), FRANCIS' DRILLING FLUIDS, LTD., a business corporation incorporated under the laws of the State of Louisiana ("Francis Drilling"; and together with Holdings, individually, each a "Borrower" and collectively, jointly and severally, the "Borrowers"), have entered into an Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of May 4, 2012 (as amended, restated, extended, joined, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement), with the Agent and the Lenders party thereto;

WHEREAS, under the terms of the Credit Agreement each Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Definitions. The following terms have the meanings set forth below:

(a) "Copyrights" means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) "Copyright License" means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by such Grantor.

(c) "Patents" shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) "Patent License" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by such Grantor.

(e) "Trademarks" shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) "Trademark License" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of such Grantor's right, title, and interest in and to the following (the "Collateral"):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to conflict of laws principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

SECTION 8. Amendment and Restatement. This IP Security Agreement amends and restates (but does not constitute an extinguishment or novation of) that certain Intellectual

Property Security Agreement dated November 23, 2010 by the Grantors listed thereon in favor of Agent for the Lenders.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

FDF RESOURCES HOLDINGS LLC

By: _____

Name: Ross Gatlin

Title: Manager

NEW FRANCIS OAKS, LLC

By: _____

Name: Jude Gregory

Title: Chief Financial Officer

FRANCIS' DRILLING FLUIDS, LTD.

By: _____

Name: Jude Gregory

Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF _____ :
: SS
COUNTY OF _____ :

Before me, the undersigned, a Notary Public, on this ____ day of _____, 2012, personally appeared Jude Gregory, to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer of each NEW FRANCIS OAKS, LLC and FRANCIS' DRILLING FLUIDS, LTD., each a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of each such Grantor, by authority of its board of directors or analogous body, and the said Jude Gregory acknowledged said instrument to be his free act and deed.

Notary Public
My Commission Expires:

(SEAL)

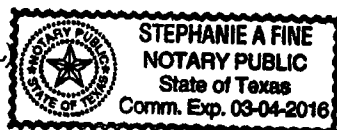
ACKNOWLEDGMENT

STATE OF TEXAS :
: SS
COUNTY OF Tarrant :

Before me, the undersigned, a Notary Public, on this 3rd day of MAY, 2012, personally appeared Ross Gatlin, to me known personally, who, being by me duly sworn, did say that he is the Manager of FDF RESOURCES HOLDINGS LLC, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of each such Grantor, by authority of its board of directors or analogous body, and the said Ross Gatlin acknowledged said instrument to be his free act and deed.

Notary Public
My Commission Expires: 03-04-2016

(SEAL)



Stephanie A. Fine

[SIGNATURE PAGE TO A/R IP SECURITY AGREEMENT - ACKNOWLEDGMENT]

642679

TRADEMARK
REEL: 004775 FRAME: 0649

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

FDF RESOURCES HOLDINGS LLC

By: _____
Name: Ross Gatlin
Title: Manager

NEW FRANCIS OAKS, LLC

By: 
Name: Jude Gregory
Title: Chief Financial Officer

FRANCIS' DRILLING FLUIDS, LTD.

By: 
Name: Jude Gregory
Title: Chief Financial Officer

[SIGNATURE PAGE TO A/R IP SECURITY AGREEMENT]

642679

ACKNOWLEDGMENT

STATE OF Louisiana :
COUNTY OF Lafayette : SS

Before me, the undersigned, a Notary Public, on this 3rd day of May, 2012, personally appeared Jude Gregory, to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer of each NEW FRANCIS OAKS, LLC and FRANCIS' DRILLING FLUIDS, LTD., each a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of each such Grantor, by authority of its board of directors or analogous body, and the said Jude Gregory acknowledged said instrument to be his free act and deed.

Notary Public
My Commission Expires:

(SEAL)



J. Todd Kindler
Attorney At Law
Bar Roll No. 83218
Notary Public State of Louisiana
My Commission is issued for life

J. Todd Kindler

ACKNOWLEDGMENT

STATE OF _____ :
COUNTY OF _____ : SS

Before me, the undersigned, a Notary Public, on this ____ day of _____, 2012, personally appeared Ross Gatlin, to me known personally, who, being by me duly sworn, did say that he is the Manager of FDF RESOURCES HOLDINGS LLC, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of each such Grantor, by authority of its board of directors or analogous body, and the said Ross Gatlin acknowledged said instrument to be his free act and deed.

Notary Public
My Commission Expires:

(SEAL)

[SIGNATURE PAGE TO A/R IP SECURITY AGREEMENT - ACKNOWLEDGMENT]

642679

TRADEMARK

REEL: 004775 FRAME: 0651

SCHEDULE A

PATENTS AND PATENT LICENSES

None

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

TRADEMARK	NUMBER	DATE	JURISDICTION OF REGISTRATION
Francis Drilling Fluids	3,346,323	11/27/07	United States
Francis Drilling Fluids	3,346,324	11/27/07	United States
Francis Drilling Fluids	3,346,325	11/27/07	United States
Francis Drilling Fluids	3,370,910	01/15/08	United States
Francis Drilling Fluids	3,346,326	11/27/07	United States
FDF	3,337,446	11/13/07	United States
FDF	3,332,863	11/06/07	United States
FDF	3,332,864	11/06/07	United States
FDF	3,332,865	11/06/07	United States
FDF	3,332,866	11/06/07	United States
FDF	58-9345	11/23/05	Louisiana

SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

COPYRIGHT	NUMBER	PUBLICATION YEAR	JURISDICTION OF REGISTRATION
None			