

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newpark Resources, Inc.		02/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88662015	NEWPARK FLUIDS SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7137581105		
Email:	iptldocket@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	W. Scott Brown		
SIGNATURE:	/wsb/		
DATE SIGNED:	02/12/2020		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Newpark Resources, Inc., a Delaware corporation (herein referred to as the “**Debtor**”), having an address at 9320 Lakeside Boulevard, Suite 100, The Woodlands, Texas 77381, has adopted, used and is using the trademark, trade name, and service mark listed on the annexed **Schedule 1-A**, which trademark, trade name, and service mark Debtor is seeking to register in the United States Patent and Trademark Office (the “**Trademark**”);

WHEREAS, the Debtor, Newpark Drilling Fluids LLC, a Texas limited liability company (“**Newpark Drilling**”), Newpark Mats & Integrated Services LLC, a Texas limited liability company (“**Newpark Mats**”), Excalibar Minerals LLC, a Texas limited liability company (“**Excalibar**”), and Dura-Base Nevada, Inc., a Nevada corporation (“**Dura-Base**” and collectively with the Debtor, Newpark Drilling, Newpark Mats, Excalibar and any other Subsidiary of the Debtor from time to time party to the Credit Agreement as a “Borrower”, the “**Borrowers**”), have entered into that certain Amended and Restated Credit Agreement dated as of October 17, 2017 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with the financial institutions from time to time party thereto and Bank of America, N.A., in its capacity as administrative agent (in such capacity, the “**Administrative Agent**”); and

WHEREAS, in connection with the Credit Agreement, the Borrowers, including the Debtor, have entered into an Amended and Restated Security Agreement dated as of October 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent, pursuant to which the Debtor has granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (as defined in the Security Agreement), a security interest in all right, title and interest of the Debtor in and to the Trademark, together with all prints and labels on which said Trademark has appeared or appears, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademark and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof, all Trademark Licenses (as defined in the Security Agreement) and all proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Administrative Agent of a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the grant of and security interest in the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent’s address is 901 Main Street, Dallas, Texas 75202.

IN WITNESS WHEREOF, Newpark Resources, Inc. has duly executed or caused this Supplement to the Security Agreement to be duly executed as of February 11, 2020.

NEWPARK RESOURCES, INC.

By: 
Name: Breagh Plontek
Title: SVP + CFO

SCHEDULE 1-A

TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Owner	Country	Mark	Int'l Classes	Application No. Application Date
Newpark Resources, Inc.	United States	NEWPARK FLUIDS SYSTEMS	001, 042	Application No. 88/662,015 10/21/2019