

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Newpark Drilling Fluids, LLC and Soloco, LLC

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

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

2. Name and address of receiving party(ies)
Name: Bank One, N.A.
Internal Address: _____
Street Address: 1717 Main Street
City: Dallas State: TX Zip: 75201

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 25, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,594,534

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: C. C. Prudhomme III
 Internal Address: _____

Street Address: 1717 Main Street, LL1

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-2816 (deficiency only)

DO NOT USE THIS SPACE

9. Signature.

Thomas A. Kulik
Name of Person Signing


Signature

September 14, 2004
Date

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

10

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

CONTINUATION OF ITEM 4

Applications

76/534,606

76/522,439

Registrations

2,309,763

2,421,755

2,419,537

2,559,140

2,649,746

2,551,629

2,533,378

2,435,274

3-9-04

03-11-2004

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

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OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings



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Send original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):
Newpark Drilling Fluids, LLC

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 25, 2004

2. Name and address of receiving party(ies)

Name: Bank One, N.A.

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(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) 78/186,416

B. Trademark Registration No.(s) 2,594,534

Additional number(s) attached Yes No

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

Name: C. C. Prudhomme III

Internal Address:

Street Address: 1717 Main Street, LL1

City: Dallas State: TX Zip: 75201

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Thomas A. Kulik
Name of Person Signing

Signature

March 5 2004
Date

Total number of pages including cover sheet, attachments, and document: 10

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03/10/2004 NGETACHE 0000010 2594534

01 FC:0521
02 FC:0522

40.00 OP

275.00 OP

TRADEMARK
REEL: 002938 FRAME: 0636

Exhibit of Registration and Applications

Applications

78/186,416
76/534,606
76/522,439

Registrations

2,594,534
2,309,763
2,421,755
2,419,537
2,559,140
2,649,746
2,551,629
2,533,378
2,435,274

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 25, 2004 by and among NEWPARK DRILLING FLUIDS, L.L.C., a Texas limited liability company, and SOLOCO, L.L.C., a Louisiana limited liability company (collectively "Grantors"), in favor of BANK ONE, NA, a national banking association ("Bank One"), in its capacity as Agent ("Agent") for Lenders pursuant to the terms of the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof, by and among Grantors, the other Loan Parties, Agent, and Lenders from time to time party thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans on behalf of Grantors;

WHEREAS, in connection with the Credit Agreement and the other Loan Documents, Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of the date hereof (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, Grantors are required to execute and deliver to Agent, for the benefit of itself and 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, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, or to the extent not defined therein, the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantors hereby grant 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 any of its rights under any written agreement now owned or hereafter acquired by each Grantor granting any right to use any Trademark (collectively, the "Trademark Licenses") to which it is a party including those referred to on Schedule I hereto;

(b) all renewals 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 either 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.

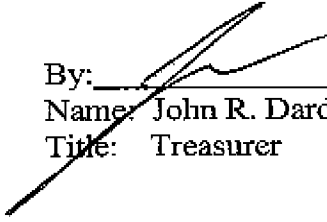
3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights 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.

4. **AMENDMENT AND RESTATEMENT.** This Trademark Security Agreement, together with the Security Agreement and the other IP Security Agreements (as defined in the Security Agreement), are given in amendment, consolidation, restatement, renewal and extension (but not in novation, extinguishment or satisfaction) of all security agreements, pledge agreements, assignments and similar agreements delivered pursuant to the Prior Loan Agreements (including without limitation, all "Collateral Documents", as defined in, and executed pursuant to the Amended Loan Agreement).

[Remainder of page intentionally left blank; signature page follows]


IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

**NEWPARK DRILLING FLUIDS, L.L.C. and
SOLOCO, L.L.C.**

By: 
Name: John R. Dardenne
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BANK ONE, NA,
as Agent

By: 

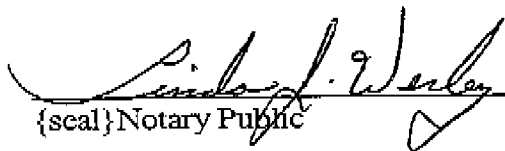
Name: C. C. Prudhomme III

Title: Director

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 24th day of February, 2004 before me personally appeared John R. Dardenne, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Newpark Drilling Fluids, L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company authorized by its members, managers or directors, as applicable, and that he acknowledged said instrument to be the free act and deed of said limited liability company.



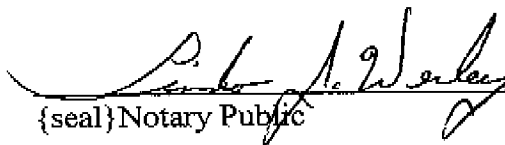
{seal} Notary Public



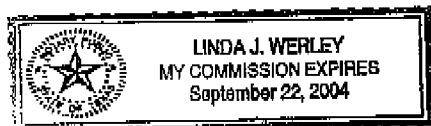
ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 24th day of February, 2004 before me personally appeared John R. Dardenne, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Soloco, L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company authorized by its members, managers or directors, as applicable, and that he acknowledged said instrument to be the free act and deed of said limited liability company.



{seal} Notary Public



Schedule I to Trademark Security Agreement

TRADE MARKS

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>	<u>Owner</u>
Cyberdrill	US	2,594,534	Jul 16, 2002	Registered	Newpark Drilling Fluids, Inc.
Cyberdrill	US	2,309,763	Jan 18, 2000	Registered	"
Deepdrill	US	2,421,755	Jan 16, 2001	Registered	"
New 100 N	US	2,419,537	Jan 9, 2001	Registered	"
Deepdrill	US	2,559,140	April 9, 2002	Registered	"
MM	US	2,649,746	Nov 12,2002	Registered	Newpark Drilling Fluids
Tornado Dryer	US	2,551,629	Mar 26, 2002	Registered	Newpark Drilling Fluids, Inc.
Tornado Dryer	US	2,533,378	Jan 29, 2002	Registered	"
Newease	US	78/186,416	Nov 19, 2002	Allowed	"
Dura-Base	US	2,435,274	Mar 13, 2001	Registered	Soloco, LLC
Flexdrill	US	76/534,606	N/A	Pending	Newpark Drilling Fluids, LLC
Bravo	US	76/522,439	N/A	Pending	Soloco, LLC