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OFFICE OF

102690839

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  
Newpark Resources, Inc.  
OGS Laboratory, Inc.  
Supreme Contractors, L.L.C.

Additional name 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

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 patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

10/177,966

B. Patent No.(s)

5,032,037

Additional numbers attached? ☒ Yes ☐ No

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

Name: C. C. Prudhomme, III

Internal Address:

Street Address: 1717 Main Street

City: Dallas State: TX Zip: 75201

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 3.41) . . . . . \$ 400.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

50-2816 (deficiency only)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas A. Kulik

Name of Person Signing

Signature

March 3, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 12

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

03/10/2004 MBETACHE 00000009 10177966

01 FC:0021

400.00 DP

## CONTINUATION OF ITEM 4

### Patents

### Applications

4,780,220

5,734,988

5,961,438

5,589,603

5,969,227

6,105,415

5,710,107

5,403,820

## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT, dated as of February 25, 2004, by **NEWPARK DRILLING FLUIDS, L.L.C.**, a Texas limited liability company, **NEWPARK RESOURCES, INC.**, a Delaware corporation, **OGS LABORATORY, INC.**, a Texas corporation, and **SUPREME CONTRACTORS, 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 Patent 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 PATENT 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 "Patent Collateral"):

(a) all of its Patents and any of its rights under any written agreement now owned or hereafter acquired by each Grantor granting any right to use any Patent (collectively, the "Patent Licenses") to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) . all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent 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 Patent 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 Patent 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 Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NEWPARK DRILLING FLUIDS, L.L.C.,  
NEWPARK RESOURCES, INC.,  
OGS LABORATORY, INC., and  
SUPREME CONTRACTORS, L.L.C.**

By: 

Name: John R. Dardenne

Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

**BANK ONE, NA,**  
as Agent

By: \_\_\_\_\_



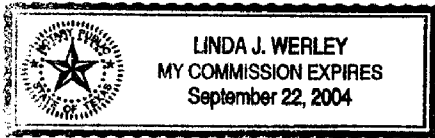
Name: C. C. Prudhomme III

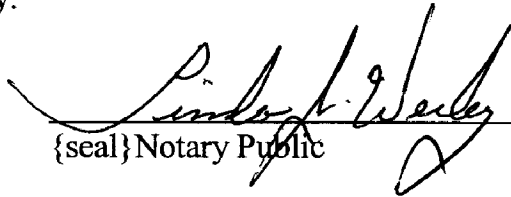
Title: Director

# ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS            )  
                                      )  
COUNTY OF DALLAS        )           ss.

On this 24<sup>th</sup> 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.

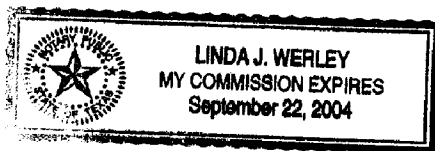


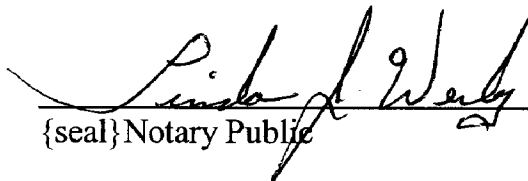
  
{seal} Notary Public

# ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS            )  
                                      )  
COUNTY OF DALLAS        )           ss.

On this 24<sup>th</sup> 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 Supreme Contractors, 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.

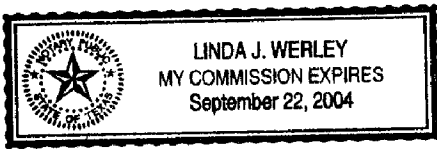


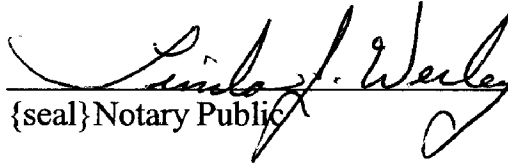
  
{seal} Notary Public

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STATE OF TEXAS           )  
                                  )  
COUNTY OF DALLAS       )       ss.

On this 24<sup>th</sup> 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 Resources, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its directors and that he acknowledged said instrument to be the free act and deed of said corporation.

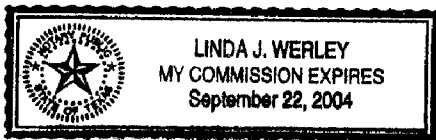


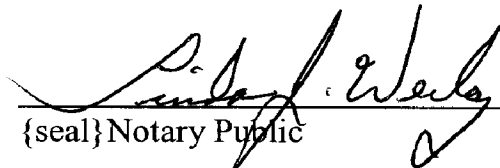
  
{seal} Notary Public

# ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS           )  
                                  )  
COUNTY OF DALLAS       )       ss.

On this 24<sup>th</sup> 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 OGS Laboratory, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its directors and that he acknowledged said instrument to be the free act and deed of said corporation.



  
{seal} Notary Public



**SCHEDULE I TO PATENT SECURITY AGREEMENT**

**PATENTS/APPLICATIONS**

No.	Patent No. Issue Date	Patent App. No. Filing Date	Country (U.S. Priority)	Owner/Assignee	Title
1	5,032,037 July 16, 1991	509,059 April 12, 1990	United States	Supreme Contractors, LLC May 28, 1997	METHOD AND APPARATUS FOR TEMPORARY MATING AT CONSTRUCTION SITE
2	4,780,220 October 25, 1988	053,472 May 26, 1987	United States	Newpark Drilling Fluids, Inc.	DRILLING AND COMPLETION FLUID
3	5,734,988 March 31, 1998	606,201 February 23, 1996	United States	Newpark Resources, Inc. April 22, 1996	METHOD AND APPARATUS FOR THE INJECTION DISPOSAL OF SOLID AND LIQUID WASTE MATERIALS INTO SUBPRESSURED EARTH FORMATIONS PENETRATED BY A BOREHOLE
4	5,961,438 October 5, 1999	052,637 March 31, 1998	United States	Newpark Resources, Inc. June 10, 1998	METHOD AND APPARATUS FOR THE INJECTION DISPOSAL OF SOLID AND LIQUID WASTE MATERIALS INTO SUBPRESSURED EARTH FORMATIONS PENETRATED BY A BOREHOLE
5	5,589,603 December 31, 1996	294,250 August 22, 1994	United States	Newpark Resources, Inc.	METHOD AND APPARATUS FOR THE INJECTION OF SOLID AND LIQUID WASTE MATERIALS
6	5,969,227 October 19, 1999	09/016,514 January 30, 1998	United States	Newpark Drilling Fluids, Inc.	APPARATUS AND METHOD FOR TESTING LUBRICITY
7	6,105,415 August 22, 2000	09/417,817 October 14, 1999	United States (5,969,227)	Newpark Drilling Fluids, Inc.	APPARATUS AND METHOD FOR TESTING LUBRICITY
8	5,710,107 January 20, 1996	08/492,075 November 9, 1993	United States	OGS Laboratory, Inc.	ENVIRONMENTALLY SAFE DRILLING FLUID
9	5,403,820 April 4, 1995	07/996,583 February 24, 1992	United States	OGS Laboratory, Inc.	ENVIRONMENTALLY SAFE WATER BASE DRILLING FLUID
10	Application	10/177,966 June 21, 2002	United States	Newpark Drilling Fluids, Inc.	AQUEOUS DRILLING FLUID AND SHALE INHIBITOR
11	PI 8802384.8 May 9, 1988	8802364-8	Brazil (4,780,220)	Newpark Drilling Fluids, Inc.	DRILLING AND COMPLETION FLUID

**SCHEDULE I TO PATENT SECURITY AGREEMENT**

No.	Patent No. Issue Date	Patent App. No. Filing Date	Country (U.S. Priority)	Owner/Assignee	Title
12	1,296,514 March 3, 1992	585,412 April 28, 1988	Canada (4,780,220)	Newpark Drilling Fluids, Inc.	DRILLING AND COMPLETION FLUID
13	0293191 May 25, 1988		United Kingdom (4,780,220)	Newpark Drilling Fluids, Inc.	DRILLING AND COMPLETION FLUID
14	170158 August 10, 1993		Mexico (4,780,220)	Newpark Drilling Fluids, Inc.	DRILLING AND COMPLETION FLUID
15	176721 May 25, 1988		Norway (4,780,220)	Newpark Drilling Fluids, Inc.	DRILLING AND COMPLETION FLUID
16	50870 January 1, 1994	732/88 May 12, 1988	Venezuela (4,780,220)	Newpark Drilling Fluids, Inc.	DRILLING AND COMPLETION FLUID
17	11,958		Nigeria (5,710,107)	No Information	ENVIRONMENTALLY SAFE DRILLING FLUID
18	16780 December 23, 1993	93137 December 23, 1993	Tunisia (5,710,107)	No Information	ENVIRONMENTALLY SAFE DRILLING FLUID
19	Application	2,319,396 July 28, 2000	Canada (5,969,227)	Newpark Drilling Fluids, Inc.	APPARATUS AND METHOD FOR TESTING LUBRICITY
20	Application	98928032.9 May 29, 1998	Europe (5,969,227)	Newpark Drilling Fluids, Inc.	APPARATUS AND METHOD FOR TESTING LUBRICITY
21	Application	20003871 July 28, 2000	Norway (5,969,227)	Newpark Drilling Fluids, Inc.	APPARATUS AND METHOD FOR TESTING LUBRICITY
22	2,155,588 September 15, 1998	August 8, 1995	Canada	Newpark Resources, Inc.	METHOD AND APPARATUS FOR THE INJECTION OF SOLID AND LIQUID WASTE MATERIALS FROM THE DRILLING AND PRODUCTION OF OIL AND GAS WASTE
23	2,292,958	9517070	United Kingdom	Newpark Resources, Inc.	METHOD AND APPARATUS FOR THE INJECTION OF SOLID AND LIQUID WASTE MATERIALS FROM THE DRILLING AND PRODUCTION OF OIL AND GAS WELLS
24	Application	9503610	Mexico	No Information	METHOD AND APPARATUS FOR THE INJECTION OF SOLID NATURALLY OCCURRING RADIOACTIVE WASTE FROM OIL AND GAS PRODUCTION
25	1474-95 October 30, 1998	1474-95	Venezuela	No Information	METHOD AND APPARATUS FOR THE INJECTION OF SOLID NATURALLY OCCURRING RADIOACTIVE WASTE FROM OIL AND GAS PRODUCTION

## Exhibit of Patents and Applications

### Patents

### Applications

5,032,037

10/177,966

4,780,220

5,734,988

5,961,438

5,589,603

5,969,227

6,105,415

5,710,107

5,403,820