

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------------------------|----------------|
| Composite Mat Solutions L.L.C. | 08/18/2006 |

RECEIVING PARTY DATA

| | |
|-------------------|---|
| Name: | Wilmington Trust Company, as Collateral Agent |
| Street Address: | Rodney Square North |
| Internal Address: | 1100 North Market Street |
| City: | Wilmington |
| State/Country: | DELAWARE |
| Postal Code: | 19801 |

PROPERTY NUMBERS Total: 5

| Property Type | Number |
|----------------|---------|
| Patent Number: | 6695527 |
| Patent Number: | 6511257 |
| Patent Number: | 6649110 |
| Patent Number: | 5653551 |
| Patent Number: | 6722831 |

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, 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

PATENT

500179906

REEL: 018524 FRAME: 0031

OP \$200.00 6695527

NAME OF SUBMITTER:

Kirstie Howard

Total Attachments: 6

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PATENT

REEL: 018524 FRAME: 0032

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of August 18, 2006 is made by COMPOSITE MAT SOLUTIONS L.L.C., a Louisiana limited liability company, located at 3850 N. Causeway Blvd., Suite 1770, Metairie, LA 70002 (the "Grantor"), in favor of WILMINGTON TRUST COMPANY, a Delaware corporation, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 18, 2006 (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, JPMORGAN CHASE BANK, N.A. as Administrative Agent, and the Agent.

W I T N E S S E T H:

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 a Pledge and Security Agreement, dated as of August 18, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security 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 Patents; 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 Security 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 Patents (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.

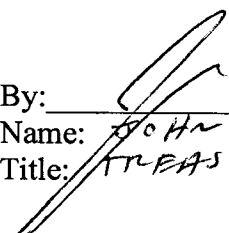
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security 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 Security 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 Security Agreement, the terms of the Security 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 13th day of November, 2006.

COMPOSITE MAT SOLUTIONS L.L.C.
as Grantor

By: 
Name: JOHN DARREANE
Title: TREASURER

WILMINGTON TRUST COMPANY
as Collateral Agent for the Lenders

By: _____
Name: _____
Title: _____

of the Grantor's right, title and interest in, to and under the Patents (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 Security Agreement and is expressly subject to the terms and conditions thereof. The Security 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 Security 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 Security Agreement, the terms of the Security 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ____ day of November, 2006.

COMPOSITE MAT SOLUTIONS L.L.C.
as Grantor

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY
as Collateral Agent for the Lenders

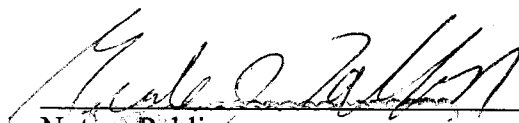
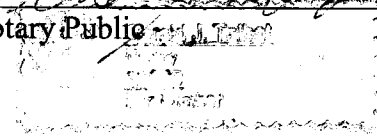
By: _____
Name:
Title:

James A. Hanley
Assistant Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF)
) ss
COUNTY OF)

On the 13th day of November, 2006, before me personally came JOHN DARDENNE, who is personally known to me to be the TREASURER of COMPOSITE MAT SOLUTIONS L.L.C., a Louisiana limited liability company; who, being duly sworn, did depose and say that she/he is the TREASURER in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public - 

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF Delaware)
COUNTY OF New-Castle) ss

On the 13 day of November, 2006, before me personally came James A. Kelly, who is personally known to me to be the Asst. Vice Pres of WILMINGTON TRUST COMPANY, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Officer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Patricia W. Zink
Notary Public

(PLACE STAMP AND SEAL ABOVE)

PATRICIA W. ZINK
Notary Public - State of Delaware
My Comm. Expires July 12, 2009

SCHEDULE A

U.S. Patents and Patent Applications

| <u>Patent</u> | <u>Patent or Application Number</u> |
|--|-------------------------------------|
| Interlocking Mat System for Construction of Load Supporting Surfaces | 6,695,527 |
| Interlocking Mat System for Construction of Loan Supporting Surfaces | 6,511,257 |
| Method for Manufacturing Molded Panels | 6,649,110 B1 |
| Mat System for Construction of Roadways and Support Surfaces | 5,653,551 |
| Fastening Device | 6,722,831 B2 |