

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest to the Amended and Restated Credit Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Newpark Drilling Fluids, LP, a Texas limited partnership	12/29/2006
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Agent
Street Address:	2200 Ross Avenue; 6th Floor
Internal Address:	Attn: J. Devin Mock
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6884762
Application Number:	11263639
Patent Number:	4780220
Patent Number:	5969227
CORRESPONDENCE DATA	
Fax Number:	(214)758-1550
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2147581500
Email:	estafford@pattonboggs.com
Correspondent Name:	Darren W. Collins
Address Line 1:	2001 Ross Avenue; Suite 3000
Address Line 2:	Patton Boggs LLP
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	012048.0110
NAME OF SUBMITTER:	Darren W. Collins

OP \$160.00 6884762

PATENT

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REEL: 018861 FRAME: 0408

**Total Attachments: 6**

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**PATENT**

**REEL: 018861 FRAME: 0409**

GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of December 29, 2006 is made by NEWPARK DRILLING FLUIDS, LP, a Texas limited partnership, located at 3850 N. Causeway Blvd., Suite 1770, Metairie, LA 70002 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of December 29, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the other Borrowers, the other Loan Parties, the Lenders, 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 Borrowers 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 an Amended and Restated Pledge and Security Agreement, dated as of December 29, 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 Borrowers 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 as of the date first written above.

NEWPARK DRILLING FLUIDS, LP  
as Grantor

By: NEWPARK HOLDINGS, INC., its General Partner

By: \_\_\_\_\_  
Name: JOHN DARDEN  
Title: TREASURER

JPMORGAN CHASE BANK, N.A.  
as Agent for the Lenders

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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.

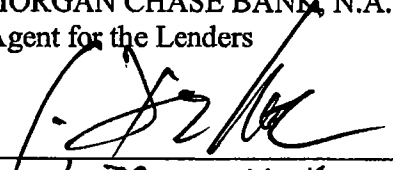
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

NEWPARK DRILLING FLUIDS, LP  
as Grantor

By: NEWPARK HOLDINGS, INC., its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


JPMORGAN CHASE BANK, N.A.  
as Agent for the Lenders

By:   
Name: J. DEVIN MOCK  
Title: VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF *LOUISIANA* )  
COUNTY OF *JEFFERSON* ) ss

On the 20<sup>th</sup> day of December, 2006, before me personally came John Dardenne, who is personally known to me to be the Treasurer of NEWPARK HOLDINGS, INC., a Louisiana corporation; who, being duly sworn, did depose and say that she/he is the Treasurer 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.

  
Notary Public  
*Lew Brignac*  
*La. Bar # 18139*

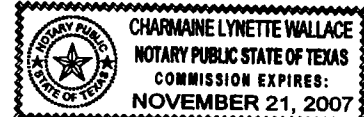
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ACKNOWLEDGMENT OF AGENT

STATE OF                    )  
                                  ) ss  
COUNTY OF                )

On the 18th day of December, 2006, before me personally came J. Devin Mock, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A.; who, being duly sworn, did depose and say that he is the Vice President 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.

Charmaine L. Wallace  
Notary Public



(PLACE STAMP AND SEAL ABOVE)

## **SCHEDULE A**

### **U.S. Patents and Patent Applications**

<b><u>Patent</u></b>	<b><u>Patent or Application Number</u></b>
Ester-containing downhole drilling lubricating composition and processes therefor and therewith	6,884,762
Method of decreasing the disintegration of shale-containing cuttings and drilling fluid therefor	11/263,639
Drilling and completion fluid	4,780,220
Apparatus and method for testing lubricity	5,969,227