# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

## **CONVEYING PARTY DATA**

Name	Execution Date
Wilmington Trust Company, as Collateral Agent	12/21/2007

#### **RECEIVING PARTY DATA**

Name:	Newpark Drilling Fluids, LP	
Street Address:	2700 Research Forest Drive	
Internal Address:	Suite 100	
City:	The Woodlands	
State/Country:	TEXAS	
Postal Code:	77381	

#### PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6884762
Application Number:	11263639
Patent Number:	4780220
Patent Number:	5969227

## CORRESPONDENCE DATA

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Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1247
NAME OF SUBMITTER:	Mindy M. Lok

500432435 **REEL: 020317 FRAME: 0377** 

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS

TERMINATION AND RELEASE dated as of December 21, 2007, from WILMINGTON TRUST COMPANY, a Delaware banking corporation, as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to NEWPARK DRILLING FLUIDS, LP., a Texas limited partnership ("Obligor").

### WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement dated as of August 18, 2006, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Patent Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Patent Rights dated as of August 18, 2006 among the Agent and the Obligor (the "Security Agreement"), the Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Patent Collateral;

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on November 15, 2006, at Reel 18515 and Frame 0952; and

WHEREAS, the Borrower has requested that the Agent terminate and release the entirety of its Security Interest in the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>. The term "<u>Patent Collateral</u>," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Patents (including, without limitation, those items listed on <u>Schedule A</u> hereto). The term "<u>Patents</u>" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.
- 2. <u>Release of Security Interest.</u> The Agent hereby terminates, releases and discharges its Security Interest in the Patent Collateral, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WILMINGTON TRUST COMPANY, as Collateral Agent

Name: Title:

Patrick J. Healy Vice President

[Signature Page to Termination and Release of Security Interest in Patent Rights]

**PATENT** 

REEL: 020317 FRAME: 0380

COUNTY OF Mules Ss.:

Ss.:

COUNTY OF Mules Ss.:

Ss.:

County of Mules Ss.:

It day of December, 2007, before me personally appeared to me known who, being by me duly sworn, did depose and say that he/she is of Wilmington Trust Company, described herein and which executed the

foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Wilmington Trust Company.

Notary Public

(Affix Seal Below)

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

[Signature Page to Termination and Release of Security Interest in Patent Rights]

# Schedule A

# U.S. Patent Registrations and Applications

<u>Patent</u>	Patent or Application Number
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 fluids therefor	11/263/639
Drilling and completion fluid	4,780,220
Apparatus and method for testing lubricity	5,969,227

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**RECORDED: 01/04/2008**