

10-20-04
C.R.M.

11-03-2004



Form **PTO-1594**
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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102798213

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

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)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

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

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

Execution Date: October 20, 2004

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/186,416

B. Trademark Registration No.(s) _____

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

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) XXXXXX

- 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

October 20, 2004

Date

Total number of pages including cover sheet, attachments, and document: 14

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

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).

WITNESSETH:

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.

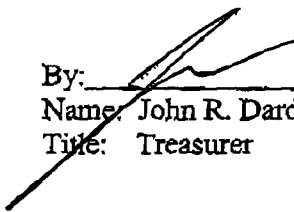
3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights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

Oct-20-04

09:36

From-PATTON BOGGS

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T-457 P.008/015 F-792

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.



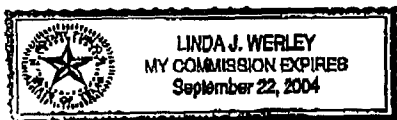
Linda J. Werley

{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.



Linda J. Werley

{seal}Notary Public