

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advantage Drilling Fluids LLC		11/25/2008	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC, as Collateral Agent		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77510194	IMUD	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-326-3939		
Email:	krsmith@jonesday.com		
Correspondent Name:	Judy Tom, Esq., Jones Day		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	175274-635029		
NAME OF SUBMITTER:	Judy Tom		
Signature:	/Judy Tom/		
Date:	06/03/2009		

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**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of November 25, 2008 (this "Agreement"), between Jefferies Finance LLC, as the Collateral Agent under the Guarantee and Security Agreement referred to below (together with its successors and assigns, the "Collateral Agent"), and ADVANTAGE DRILLING FLUIDS LLC (the "Grantor").

**W I T N E S S E T H:**

WHEREAS, BPWest, Inc., a Delaware corporation ("Holdings"), Anchor Drilling Fluids USA, Inc., an Oklahoma corporation ("Anchor Drilling"), the financial institutions party thereto as lenders and the Collateral Agent have entered into the Credit Agreement, dated as of April 16, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and the Subsidiary Guarantors (as defined in the Credit Agreement) (including the Grantor) have entered into the Guarantee and Security Agreement, dated as of April 16, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Guarantee and Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties (as defined therein);

WHEREAS, pursuant to the Guarantee and Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in certain collateral, including but not limited to all right, title and interest of the Grantor in its Trademarks; and

WHEREAS, the Collateral Agent and the Grantor have agreed to execute and deliver this Agreement in order to perfect the security interest of the Collateral Agent in the Grantor's Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in, or incorporated by reference in, the Guarantee and Security Agreement, and the rules of interpretation set forth in Section 1.2 of the Guarantee and Security Agreement shall be applicable hereto.

SECTION 2. Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, a general lien upon and/or a right of set off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

- (i) all trademarks, trade names and service marks registered or pending with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which the Grantor has rights (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which Grantor has rights (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names, Domain Names and service marks registered or pending with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names, Domain Names and service marks registered or pending with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers;

(viii) all unregistered or common law rights in all corporate names, business names, trade styles, logos and other source or business identifiers owned by the Grantor;

(ix) all licenses, including Trademark Licenses, and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(x) all rights to sue for past, present or future infringements of any of the foregoing;

(xi) all goodwill related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as defined in the UCC) of the Grantor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

SECTION 3. Reference to Guarantee and Security Agreement. This Agreement has been entered into by the Grantor and the Collateral Agent primarily for recording purposes as contemplated by the Guarantee and Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Guarantee and Security Agreement, the terms and provisions of the Guarantee and Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the law of the State of New York, without application of the rules regarding conflicts of laws (other than sections 5-1401 and 5-1402 of the New York General Obligations Law).

SECTION 5. JURY TRIAL WAIVER. THE ASSIGNOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(Signature page follows.)

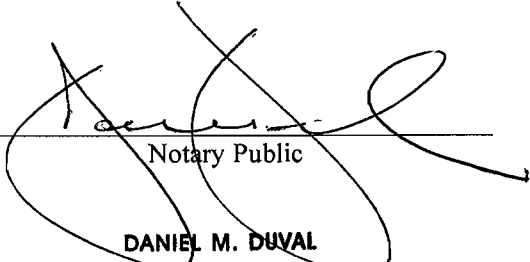


Accepted and acknowledged by:

JEFFERIES FINANCE LLC,  
as Collateral Agent

By: E.J. Hess  
Name: E.J. Hess  
Title: Managing Director

On this 25<sup>th</sup> day of November, 2008, before me personally appeared E.J. Hess, to me known who, being by me duly sworn, did depose and say that he/she is a Managing Director of JEFFERIES FINANCE LLC, the institution described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JEFFERIES FINANCE LLC.

  
Notary Public  
**DANIEL M. DUVAL**  
**NOTARY PUBLIC - STATE OF NEW YORK**  
**No. 02DU6192211**  
**Qualified In New York County**  
**My Commission Expires August 25, 2012**

Schedule A  
to Trademark Security Agreement

<b>Grantor</b>	<b>Trademarks</b>	<b>Country</b>	<b>Application / Registration No.</b>	<b>Filing / Registration Date</b>
Advantage Drilling Fluids LLC	IMUD  [Type of Mark: Service Mark]	U.S.A.	77510194	06/27/2008