
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

September 11, 2007

Newpark Resources, Inc.

(Exact name of registrant as specified in its charter)

Texas

001-02960

72-1123385

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

2700 Research Forest Drive, Suite 100, The
Woodlands, Texas

77381

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

281-362-6800

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On September 11, 2007, the Board of Directors of Newpark Resources, Inc. (the "Company") approved an amendment to the Indemnification Agreement dated May 7, 2006 between the Company and Paul L. Howes. The amendment deletes the provisions contained in the original Indemnification Agreement which required the Company to (i) pay for a personal liability insurance policy providing coverage acceptable to Mr. Howes, or (ii) with the approval of Mr. Howes, provide a letter of credit for the benefit of Mr. Howes in the amount of \$3 million. The Company arranged for the issuance of a letter of credit as provided for in the Indemnification Agreement. Mr. Howes has determined that such insurance and/or letter of credit are no longer necessary to assure the performance of the Company's obligations under the Indemnification Agreement and has agreed to such amendments to be effective as of September 1, 2007. Except for such amendments, the Indemnity Agreement remains in effect as originally written.

A copy of the Amendment to Indemnification Agreement is attached hereto as Exhibit 10.1 and incorporated herein by reference. The foregoing summary of the material features of the the Amendment to the Indemnification Agreement is qualified in its entirety by reference to the Amendment to Indemnification Agreement attached hereto.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exh No. Description

10.1 Amendment to Indemnification Agreement between Newpark Resources, Inc. and Paul L. Howes.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Newpark Resources, Inc.

September 13, 2007

By: *James E. Braun*

Name: James E. Braun

Title: Vice President and Chief Financial Officer

Exhibit Index

Exhibit No.	Description
10.1	Amendment to Indemnification Agreement between Newpark Resources, Inc. and Paul L. Howes.

AMENDMENT TO INDEMNIFICATION AGREEMENT

THIS AMENDMENT TO INDEMNIFICATION AGREEMENT is entered into September 11, 2007 by and between Newpark Resources, Inc., a Delaware corporation (the "Company") and Paul L. Howes ("Indemnitee") to be effective as of September 1, 2007 (the "Effective Date").

WHEREAS, Company and Indemnitee entered into an Indemnification Agreement (the "Agreement"), dated May 7, 2006; and

WHEREAS, Sections 2 of the Agreement provides that the Company shall obtain personal liability insurance providing coverage to the Indemnitee for actions taken as a director, officer, employee or agent of the Company and Section 3 of the Agreement provides that in the event such insurance policy could not be obtained or if the Company determines in good faith that the insurance policy was not reasonably available, the Company could, subject to the agreement of the Indemnitee, obtain and maintain a letter of credit in the amount of \$3 million in favor of the Indemnitee; and

WHEREAS, the Company, with the approval of Indemnitee, arranged for a \$3 million letter of credit in accordance with the requirements of the Agreement; and

WHEREAS, Indemnitee and the Company desire to amend the Agreement to remove the obligations contained Sections 2 and 3 of the Agreement regarding the Company's responsibility for purchasing separate personal liability insurance or obtaining a \$3 million letter of credit in lieu of such insurance.

NOW, THEREFORE, premises considered and in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. Sections 2 and 3 of the Agreement are hereby deleted, effective as of the Effective Date and the Company shall have no further obligations to provide or maintain the personal liability insurance policy required pursuant to Section 2 of the Agreement or the letter of credit required pursuant to Section 3 of the Agreement.
2. The remainder of the Agreement remains in full force and effect with no other changes.
3. This Amendment to Indemnification Agreement may be executed in multiple counterparts, and all such counterparts, when so executed and delivered, shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to Indemnification Agreement as of the date set forth above but effective for all purposes as of the Effective Date.

NEWPARK RESOURCES, INC.

By: /s/ Mark J. Airola

Mark J. Airola

Vice President, General Counsel and

Chief Administrative Officer

INDEMNITEE:

/s/ Paul L. Howes

Paul L. Howes