

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OFFSHORE JOINT SERVICES, INC.		01/08/2007	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	AMEGY BANK NATIONAL ASSOCIATION		
Street Address:	FIVE POST OAK PARK, 4400 POST OAK PARKWAY		
Internal Address:	ATTN: C. ROSS BARTLEY		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	A NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2647012	DENSIFLEX	
Registration Number:	2684401	DEEP SEA SLEEVE	
Registration Number:	2103081	SEA SLEEVE	
CORRESPONDENCE DATA			
Fax Number:	(713)892-4800		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	713-892-4872		
Email:	AMAYER@NATHANSOMMERS.COM		
Correspondent Name:	NATHAN SOMMERS JACOBS		
Address Line 1:	2800 POST OAK BLVD., 61ST FLOOR		
Address Line 2:	ATTN: ANNA P. MAYER		
Address Line 4:	HOUSTON, TEXAS 77056		
NAME OF SUBMITTER:	Anna P. Mayer		

OP \$90.00 2647012

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TRADEMARK  
REEL: 003459 FRAME: 0055

Signature:	/Anna P. Mayer/
Date:	01/11/2007
Total Attachments: 3 source=TRADEMARK SECURITY AGREEMENT#page1.tif source=TRADEMARK SECURITY AGREEMENT#page2.tif source=TRADEMARK SECURITY AGREEMENT#page3.tif	

## **TRADEMARK SECURITY AGREEMENT**

THIS AGREEMENT is made this 8<sup>th</sup> day of January, 2007, between OFFSHORE JOINT SERVICES, INC., a Texas corporation having a place of business at 1621 Primewest Parkway, Katy, Texas 77449 ("Grantor") and AMEGY BANK NATIONAL ASSOCIATION, a national banking association having a place of business at Five Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027, together with its successors and assigns, as agent for the financial institutions who may from time to time become a party to the Credit Agreement described below ("Agent").

WHEREAS, Grantor owns the Trademarks and Trademark applications listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, SUBSEA SERVICES INTERNATIONAL, INC., a Delaware corporation ("Borrower"), the financial institutions described therein, as lenders ("Lenders") and Agent have entered into that certain Credit Agreement dated as of January 8, 2007, as the same may hereafter be amended, restated, modified or supplemented from time to time (the "Credit Agreement");

WHEREAS, pursuant to the terms of the Intellectual Property Agreement, dated as of January 8, 2007, between Grantor and Agent (the "IP Agreement"), Grantor has granted to Agent a security interest in all of the Trademarks owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, or interest, as collateral to secure the obligations enumerated in Section 2.2 of the IP Agreement;

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

1. Subject to the terms and conditions of the Credit Agreement, Grantor does hereby grant to Agent a security interest in the following property, wherever arising or located (the "Trademark Collateral"): all of Grantor's right, title and interest in and to the Trademarks and Trademark Applications now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all Proceeds and products of any and all of the foregoing.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademarks and the Trademark Collateral made and granted herein are more fully set forth in the Credit Agreement and the IP Agreement, the terms and provisions of which are incorporated by reference herein. Except as otherwise specified herein, capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them in the IP Agreement.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

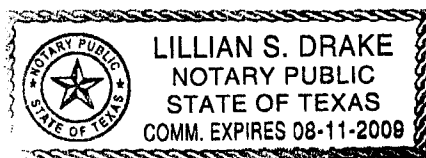
OFFSHORE JOINT SERVICES, INC.

By: *A. A. Primrose*  
Allan Primrose  
President and Chief Executive Officer

STATE OF TEXAS           )  
  )  
COUNTY OF                )

BEFORE ME, the undersigned authority, on this day personally appeared Allan Primrose, President and Chief Executive Officer of Offshore Joint Services, Inc., a Texas corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 8<sup>th</sup> day of January, 2007.



*Lillian S. Drake*  
Notary Public  
My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notarial Seal

**SCHEDULE A**

**Trademarks**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Registration No./Serial No.</b>
US	DENSIFLEX	2,647,012
US	DEEP SEA SLEEVE	2,684,401
US	SEA SLEEVE	2,103,081