

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
Hercules Offshore, Inc.		07/11/2007	CORPORATION: DELAWARE
The Hercules Offshore Drilling Company LLC		07/11/2007	LIMITED LIABILITY COMPANY: DELAWARE
Cliffs Drilling Company		07/11/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3192479	HERCULES OFFSHORE
Registration Number:	3192480	H HERCULES OFFSHORE
Registration Number:	3176662	HERCULES LIFTBOAT
Registration Number:	2885162	TODCO

CORRESPONDENCE DATA

Fax Number: (212)735-2000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 735-2517

Email: Faith.Robinson@skadden.com

Correspondent Name: M. Oren Epstein

Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 2: Four Times Square

Address Line 4: New York, NEW YORK 10036

TRADEMARK

900117175

REEL: 003860 FRAME: 0974

CH \$115.00 3192479

ATTORNEY DOCKET NUMBER:	698510/146
NAME OF SUBMITTER:	M. Oren Epstein
Signature:	/oe/
Date:	09/29/2008
<p>Total Attachments: 7</p> <p>source=Hercules - Trademark Security Agreement#page1.tif</p> <p>source=Hercules - Trademark Security Agreement#page2.tif</p> <p>source=Hercules - Trademark Security Agreement#page3.tif</p> <p>source=Hercules - Trademark Security Agreement#page4.tif</p> <p>source=Hercules - Trademark Security Agreement#page5.tif</p> <p>source=Hercules - Trademark Security Agreement#page6.tif</p> <p>source=Hercules - Trademark Security Agreement#page7.tif</p>	

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of July 11, 2007, by HERCULES OFFSHORE, INC., a Delaware corporation, THE HERCULES OFFSHORE DRILLING COMPANY LLC, a Delaware limited liability company, and CLIFFS DRILLING COMPANY, a Delaware corporation (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement described in the Security Agreement described below (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated as of July 11, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

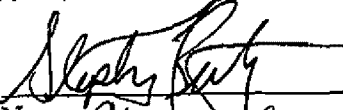
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HERCULES OFFSHORE, INC.

By: 
Name: Stephen Butz
Title: Vice President Finance and Treasurer

THE HERCULES OFFSHORE DRILLING
COMPANY LLC

By: _____

Name: James W. Noe

Title: Vice President and Secretary

CLIFFS DRILLING COMPANY

By: 

Name:


James W. Noe

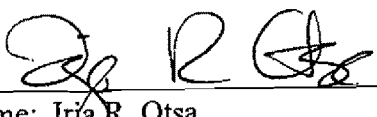
Title:

Vice President and Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Richard L. Tavrow
Title: Director

By: 
Name: Irja R. Otsa
Title: Associate Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Hercules Offshore, Inc.	3,192,479	"HERCULES OFFSHORE" (no logo) service mark
Hercules Offshore, Inc.	3,192,480	"HERCULES OFFSHORE" (with logo) service mark
Hercules Offshore, Inc.	3,176,662	"HERCULES LIFTBOAT" service mark
Cliffs Drilling Company	1,419,615	TURNKEY PRO
THE Hercules Offshore Drilling Company LLC (as the successor-by-merger with TODCO)	2,885,162	"TODCO" service mark

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
N/A		