

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement Supplement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Galathea Group Inc.		01/15/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Royal Bank of Scotland plc		
<b>Street Address:</b>	1 Albyn Place		
<b>City:</b>	Aberdeen		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	AB10 1BR		
<b>Entity Type:</b>	Mandated Lead Arrange, Agent, Issuing Bank, Original Lender and Security Trustee: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77618648	HYDRASEA	
Serial Number:	77618670	HYDRASEAS	
Serial Number:	77618716	HYDRAFIT	
Serial Number:	77618829	HYDRAFIT	
Serial Number:	77632361	GALATEA	
Serial Number:	77632380	GALATHEA	
Serial Number:	77639239	ARGUS SUBSEA	
Serial Number:	77640436	G	
Serial Number:	77640451	G GALATHEA GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)222-3291		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-221-3306		
<b>Email:</b>	tamara.ross@bgllp.com		

OP \$240.00 77618648

Correspondent Name: Constance G. Rhebergen  
Address Line 1: P. O. Box 61389  
Address Line 4: Houston, TEXAS 77208-1389

ATTORNEY DOCKET NUMBER: 071860.000064

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Constance G. Rhebergen

Signature: /Constance G. Rhebergen/

Date: 02/02/2010

Total Attachments: 6

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**AMENDED AND RESTATED TRADEMARK  
SECURITY AGREEMENT SUPPLEMENT**

**WHEREAS**, Galathea Group Inc., a Delaware corporation (herein referred to as the "Debtor"), having an address at 2800 Post Oak Boulevard, Suite 2000, Houston, Harris County, Texas 77056, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

**WHEREAS**, Debtor has entered into a Senior Multicurrency Term and Revolving Facilities Agreement originally dated as of March 28, 2008 as amended and restated by a restatement agreement dated as of the date hereof (and as further amended, restated or otherwise modified from time to time, the "Facilities Agreement") with (1) The Royal Bank of Scotland plc, in its capacity as Mandated Lead Arrange, Agent, Issuing Bank, Original Lender and Security Trustee (in such capacity, the "Security Trustee") for itself and the other Secured Parties (as defined in the hereinafter defined Security Agreement), (2) the Original Guarantors (as defined therein) and (3) the Original Lenders (as defined therein).

**WHEREAS**, in connection with the Facilities Agreement, the Parent, the Debtor, and certain other subsidiaries of the Parent have entered into an Amended and Restated Security Agreement (as amended or otherwise modified from time to time, the "Security Agreement") in favor of the Security Trustee, pursuant to which the Debtor has granted to the Security Trustee, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof, all Trademark Licenses (as defined in the Security Agreement) and all proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Security Trustee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Security Trustee with respect to the grant of, security interest in and mortgage on the

Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Security Trustee's address is:

1 Albyn Place  
Aberdeen, AB10 1BR.  
Fax: +44 1224 289 368  
Attention: David Canning

IN WITNESS WHEREOF, Galathea Group Inc. has duly executed or caused this Supplement to the Security Agreement to be duly executed as of January 15, 2010.

GALATHEA GROUP INC.

By: 

Name: Ruben Saier

Title: President

HOUSTON2345238.2

TRADEMARK  
REEL: 004142 FRAME: 0067

**SCHEDULE 1-A TO THE AMENDED AND RESTATED TRADEMARK SECURITY  
AGREEMENT SUPPLEMENT**

<b>TRADEMARK</b>	<b>Official No.</b>	<b>Country</b>	<b>COMPANY/ Subsidiary</b>
HYDRASEA	77/618,648	United States of America	Galathea Group Inc.
HYDRASEAS	77/618,670	United States of America	Galathea Group Inc.
HYDRAFIT	8228017	European Community	Galathea Group Inc.
HYDRAFIT	251721	Norway	Galathea Group Inc.
HYDRAFIT	77/618,716	United States of America	Galathea Group Inc.
HYDRAFIT & Design	8228322	European Community	Galathea Group Inc.
HYDRAFIT & Design	251720	Norway	Galathea Group Inc.
HYDRAFIT & Design	77/618,829	United States of America	Galathea Group Inc.
GALATEA	77/632,361	United States of America	Galathea Group Inc.
GALATHEA (Class 7)	7437916	China	Galathea Group Inc.
GALATHEA (Class 9)	7437875	China	Galathea Group Inc.
GALATHEA	8227671	European Community	Galathea Group Inc.
GALATHEA	T09/04434Z	Singapore	Galathea Group Inc.
GALATHEA	77/632,380	United States of America	Galathea Group Inc.
ARGUS SUBSEA (Class 7)	830281100	Brazil	Galathea Group Inc.

ARGUS SUBSEA (Class 9)	830281118	Brazil	Galathea Group Inc.
ARGUS SUBSEA (Class 37)	830281126	Brazil	Galathea Group Inc.
ARGUS SUBSEA	1,435,289	Canada	Galathea Group Inc.
ARGUS SUBSEA (Class 7)	7437921	China	Galathea Group Inc.
ARGUS SUBSEA (Class 9)	7437922	China	Galathea Group Inc.
ARGUS SUBSEA (Class 37)	7437923	China	Galathea Group Inc.
ARGUS SUBSEA	8228652	European Community	Galathea Group Inc.
ARGUS SUBSEA (Class 7)	1004520	Mexico	Galathea Group Inc.
ARGUS SUBSEA (Class 9)	1004521	Mexico	Galathea Group Inc.
ARGUS SUBSEA (Class 37)	1119105	Mexico	Galathea Group Inc.
ARGUS SUBSEA	200904179	Norway	Galathea Group Inc.
ARGUS SUBSEA	T09/04435H	Singapore	Galathea Group Inc.
ARGUS SUBSEA	77/639,239	United States of America	Galathea Group Inc.
G (Stylized) (Class 7)	830304797	Brazil	Galathea Group Inc.
G (Stylized) (Class 9)	830304800	Brazil	Galathea Group Inc.
G (Stylized)	1439512	Canada	Galathea Group Inc.
G (Stylized) (Class 7)	7437917	China	Galathea Group Inc.
G (Stylized) (Class 9)	7437918	China	Galathea Group Inc.
G (Stylized)	8308363	European Community	Galathea Group Inc.
G (Stylized) (Class 7)	1008431	Mexico	Galathea Group Inc.
G (Stylized) (Class 9)	1008432	Mexico	Galathea Group Inc.
G (Stylized)	252202	Norway	Galathea Group Inc.
G (Stylized)	T09/05490F	Singapore	Galathea Group Inc.

G (Stylized)	77/640,436	United States of America	Galathea Group Inc.
G GALATHEA GROUP (compound) (Class 7)	830304770	Brazil	Galathea Group Inc.
G GALATHEA GROUP (compound) (Class 9)	830304789	Brazil	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	1439419	Canada	Galathea Group Inc.
G GALATHEA GROUP (Stylized) (Class 7)	7437919	China	Galathea Group Inc.
G GALATHEA GROUP (Stylized) (Class 9)	7437920	China	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	8308447	European Community	Galathea Group Inc.
G GALATHEA GROUP (Stylized) (Class 7)	1008429	Mexico	Galathea Group Inc.
G GALATHEA GROUP (Stylized) (Class 9)	1008430	Mexico	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	252168	Norway	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	T09/05492B	Singapore	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	77/640,451	United States of America	Galathea Group Inc.