

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
Galathea Group Inc.		06/21/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Haymarket Financial LLP, as Security Agent
Street Address:	86 Jermyn Street, 6th Floor
City:	London
State/Country:	UNITED KINGDOM
Entity Type:	LIMITED PARTNERSHIP: UNITED KINGDOM

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
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

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Co.- J. Paterson
 Address Line 1: 1090 Vermont Avenue NW, Suite 430

900195505

**TRADEMARK
 REEL: 004570 FRAME: 0247**

CH \$240.00 77618648

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 832780

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 06/27/2011

Total Attachments: 7
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**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Galathea Group Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>Delaware</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Havmarket Financial LLP, as Security Agent</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>86 JERMYN STREET 6th FLOOR</u></p> <p>City: <u>London</u></p> <p>State: _____</p> <p>Country: <u>United Kingdom</u> Zip: <u>SW1Y 6JD</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input checked="" type="checkbox"/> Limited Partnership Citizenship <u>UK</u> <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance / Execution Date(s) :</p> <p>Execution Date(s) <u>June 21, 2011</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See Schedule</p> <p>B. Trademark Registration No.(s) See Schedule</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): See Schedule</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Corporation Service Company</u></p> <p>Internal Address: <u>Suite 210</u></p> <p>Street Address: <u>1180 Avenue of the Americas</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u> Zip: <u>10036</u></p> <p>Phone Number: <u>212-299-5600</u></p> <p>Fax Number: <u>212-299-5656</u></p> <p>Email Address: _____ Order# <u>823780</u></p>	<p>6. Total number of applications and registrations involved: 7</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
<p>9. Signature: <u>Mark J. Fickers</u> <u>6.23.11</u> Date</p> <p style="text-align: center;">Signature</p> <p><u>Mark J. Fickers</u> Total number of pages including cover sheet, attachments, and document: 7</p> <p style="text-align: center;">Name of Person Signing</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE TO TRADEMARK FILING

<u>TRADEMARK</u>	<u>Official No.</u>	<u>Country</u>	<u>Company/ Subsidiary</u>
HYDRASEA	77/618,648	United States of America	Galathea Group Inc.
HYDRASEAS	77/618,670	United States of America	Galathea Group Inc.
HYDRAFIT	77/618,716	United States of America	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	77/632,380	United States of America	Galathea Group Inc.
ARGUS SUBSEA	77/639,239	United States of America	Galathea Group Inc.
G (Stylized)	77/640,436	United States of America	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	77/640,451	United States of America	Galathea Group Inc.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated June 21, 2011 is made by ACIS OFFSHORE TECHNOLOGIES INC. a Delaware corporation (the "**Parent**") and the other Persons listed on the signature pages hereof (the Parent and the Persons so listed being, collectively, the "**Grantors**"), in favor of HAYMARKET FINANCIAL LLP as security agent (in such capacity, together with any successor Security Agent appointed pursuant to the Facilities Agreement (as hereinafter defined), the "**Security Agent**") for the Secured Parties.

PRELIMINARY STATEMENTS

WHEREAS, the Parent, the Original Borrowers and the Original Guarantors have entered into a Senior Facilities Agreement dated as of June 21, 2011 among FBC HOLDINGS S.À R.L and HAYMARKET FINANCIAL LUXEMBOURG 3 S.À R.L as the Arrangers, the Original Lenders, the Facility Agent and the Security Agent, as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, (the "**Facilities Agreement**"; the terms defined therein being used herein as therein defined).

WHEREAS, the Grantors have agreed to enter into the Facilities Agreement as Obligors and the Grantors have executed and delivered that certain Security Agreement dated June 21, 2011 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and/or the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

(A) the patents and patent applications set forth in Schedule A hereto;

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in any United States intent-to-use trademark applications prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application and/or any registration that issues therefrom under applicable federal law), together with the goodwill symbolized thereby;

(C) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing.

SECTION 2. Security for Obligations. Subject to clause 21.11 (Guarantee Limitations) of the Facilities Agreement, the grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all of the liabilities and other present and future obligations at any time due, owing or incurred by any Group Company and by each Debtor (as defined in the Intercreditor Agreement) to any Secured Party under the Debt Documents (as defined in the Intercreditor Agreement), both actual and contingent, whether incurred solely or jointly and as principal or surety or in any other capacity (all such obligations being the "**Secured Obligations**"). Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and would be owed by any Obligor to any Secured Party under the Senior Finance Documents but for the fact that they are limited, unenforceable or not allowable due to the existence of a bankruptcy, insolvency, reorganization, moratorium or similar laws or proceeding relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices for each Grantor:
FAO: Davis Larssen, CFO
c/o Proserv
12 Greenbank Place
Aberdeen
AB12 3BT
United Kingdom
Fax: +44 1224 879442
Email: d.larssen@proserv-group.com

ACIS OFFSHORE TECHNOLOGIES INC.

By: D. Larssen
Name: Davis Larssen
Title: Vice President, Chief Financial
Officer and Secretary

ACIS OFFSHORE TECHNOLOGIES
OPERATIONS INC.

By: D. Larssen
Name: Davis Larssen
Title: Vice President, Chief Financial
Officer and Secretary

GALATHEA GROUP INC.

By: D. Larssen
Name: Davis Larssen
Title: Vice President, Chief Financial
Officer and Secretary

GILMORE VALVE COMPANY

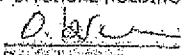
By: D. Larssen
Name: Davis Larssen
Title: Vice President, Chief Financial
Officer and Secretary

ARGUS SUBSEA INC.


By: D. Larssen
Name: Davis Larssen
Title: Vice President, Chief Financial
Officer and Secretary

IP Security Agreement

PROSERV OFFSHORE HOLDINGS, LLC

By: 
Name: Davis Larsen
Title: Vice President, Chief Financial
Officer and Secretary

PROSERV OFFSHORE, INC.

By: 
Name: Davis Larsen
Title: Vice President, Chief Financial
Officer and Secretary

IP Security Agreement