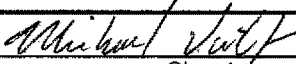


RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies): Hercules Offshore, Inc. <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: _____ <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>USA - DE</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>U.S. Bank National Association, as Collateral *</u> Internal Address: <u>*Agent</u> Street Address: <u>5555 San Felipe Street, Suite 1150</u> City: <u>Houston</u> State: <u>TX</u> Country: <u>USA</u> Zip: <u>77056</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>N.A.</u> Citizenship <u>USA-Federal</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance)/Execution Date(s) : Execution Date(s) <u>04/03/2012</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) See Schedule I B. Trademark Registration No.(s) See Schedule I <div style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): 	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Michael Violet</u> Internal Address: <u>CT Lien Solutions</u> Street Address: <u>4400 Easton Commons Way, Suite 125</u> City: <u>Columbus</u> State: <u>OH</u> Zip: <u>43219</u> Phone Number: <u>614-280-3303</u> Fax Number: <u>800-516-6304</u> Email Address: <u>MICHAEL.VIOLET@WOLTERSKLUWER.COM</u>	6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: Deposit Account Number _____ Authorized User Name _____
9. Signature: <u></u> <u>04/06/2012</u> <div style="display: flex; justify-content: space-between;"> Signature Date </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Michael Violet Total number of pages including cover sheet, attachments, and document: 6 </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Name of Person Signing </div>	

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

TRADEMARK
REEL: 004746 FRAME: 0657

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Hercules Offshore, Inc.	3,192,480	"HERCULES OFFSHORE" (with logo) service mark
Hercules Offshore, Inc.	3,176,662	"HERCULES LIFTBOAT" service mark
Hercules Offshore, Inc.	3,192,479	"HERCULES OFFSHORE" (no logo) service mark
Hercules Offshore, Inc.	3,439,974	"HERCULES DRILLING" service mark

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Hercules Offshore, Inc.	85,546,379	"HERCULES LIFTBOATS" service mark

Trademark Security Agreement

Trademark Security Agreement, dated as of April 3, 2012, by HERCULES OFFSHORE, INC. (the "Pledgor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture described in the Security Agreement described below (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of April 3, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is 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 Indenture, the Pledgor hereby agrees 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. The 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 the Pledgor:

- (a) Trademarks of the 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 the Pledgor hereby acknowledges and affirms 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 Note Obligations (other than contingent indemnification obligations) and termination of the Security Agreement, the Collateral Agent shall, at the Pledgor's cost and expense, execute, acknowledge, and deliver

to the Pledgor 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.

[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 M. Butz.

Title: Senior Vice President and Chief and Financial Officer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By:



Name: Mauri J. Cowen
Title: Vice President

[Trademark Security Agreement Signature Page]