

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.		04/03/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
Internal Address:	2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3192480	H HERCULES OFFSHORE
Registration Number:	3176662	HERCULES LIFTBOAT
Registration Number:	3192479	HERCULES OFFSHORE
Registration Number:	3439974	HERCULES DRILLING
Serial Number:	85546379	HERCULES LIFTBOATS

CORRESPONDENCE DATA

Fax Number: (214)999-1634  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 2149691700  
 Email: justin.welch@tklaw.com  
 Correspondent Name: Justin P. Welch  
 Address Line 1: 1722 Routh Street, Suite 1500  
 Address Line 4: Dallas, TEXAS 75201

CH \$140.00 3192480

ATTORNEY DOCKET NUMBER:	517921.3
NAME OF SUBMITTER:	Justin P. Welch
Signature:	/justin p. welch/
Date:	04/09/2012
Total Attachments: 5 source=Trademark Security Agreement_Page_1#page1.tif source=Trademark Security Agreement_Page_2#page1.tif source=Trademark Security Agreement_Page_3#page1.tif source=Trademark Security Agreement_Page_4#page1.tif source=Trademark Security Agreement_Page_5#page1.tif	

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of April 3, 2012, by HERCULES OFFSHORE, INC., a Delaware corporation ("Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, 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, 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 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 Credit Agreement, 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. 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 Pledgor:

- (a) Trademarks of 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 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 Secured Obligations (other than contingent indemnification obligations) and termination of the Security Agreement,

the Collateral Agent shall execute, acknowledge, and deliver to 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, 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: 

\_\_\_\_\_  
Stephen M. Butz  
Senior Vice President and Chief Financial  
Officer

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:



Schedule 1  
to  
Trademark Security Agreement

**UNITED STATES TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
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

Applications:

<u>OWNER</u>	<u>SERIAL NUMBER</u>	<u>TRADEMARK</u>
Hercules Offshore, Inc.	85,546,379	"HERCULES LIFTBOATS" service mark