

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
HFR, LLC		09/28/2012	LIMITED LIABILITY COMPANY: TEXAS

<b>RECEIVING PARTY DATA</b>	
Name:	Hornbeck Offshore Operators, LLC
Street Address:	103 Northpark Blvd.
Internal Address:	Suite 300
City:	Covington
State/Country:	LOUISIANA
Postal Code:	70433
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 6</b>		
Property Type	Number	Word Mark
Registration Number:	2757850	HORNBECK OFFSHORE
Registration Number:	2754828	HORNBECK OFFSHORE SERVICES
Registration Number:	2622910	HOS
Registration Number:	2575178	HOS
Registration Number:	2622908	HOS
Registration Number:	2754829	H O S HORNBECK OFFSHORE

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2147455390
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	214-745-5226
Email:	awalker@winstead.com
Correspondent Name:	Andrea Walker, Winstead PC
Address Line 1:	P.O. Box 131851

CH \$165.00 2757850

Address Line 4: Dallas, TEXAS 75313-1851

ATTORNEY DOCKET NUMBER: 17924-G99999 HOS LICENSE

NAME OF SUBMITTER: Andrea Walker

Signature: /Andrea Walker/

Date: 11/01/2012

**Total Attachments: 15**

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## SECOND AMENDED AND RESTATED TRADE NAME AND TRADEMARK LICENSE AGREEMENT

This Second Amended and Restated Trade Name and Trademark License Agreement (this "Agreement") is dated as of September 28, 2012 (the "Commencement Date"), and entered into by and between HFR, LLC, a Texas Limited Liability Company, ("Licensor") and Hornbeck Offshore Operators, LLC, a Delaware Limited Liability Company ("Licensee"). The Licensee and Licensor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

This Agreement may be executed in two (2) or more counterparts on different dates but each shall be deemed an original, and all of which together shall constitute one and the same instrument. As used herein, the word "Affiliate" shall mean any entity, which controls, is controlled by, or is under common control with another entity. An entity is deemed to control another if it owns directly or indirectly at least fifty percent (50%) of (i) the shares entitled to vote at a general election of directors or other equivalent governing persons of such other entity, (ii) the voting interest in such other entity if such other entity does not have either shares or directors; or (iii) the entity's financial statements are required by applicable regulations or accounting standards to be consolidated with the other entity for financial reporting purposes and are so consolidated.

WHEREAS, pursuant to that certain Trade Name and Trademark License Agreement effective as of June 4, 1997 and between Larry D. Hornbeck, on the one hand, and Todd M. Hornbeck ("TODD HORNBECK") and Troy A. Hornbeck ("TROY HORNBECK"), on the other hand, and pursuant to that certain Amended and Restated Trade Name and Trademark License Agreement effective as of May 6, 2007, between TODD HORNBECK and TROY HORNBECK, on the one hand, and Hornbeck Offshore Operators, LLC, on the other hand, Licensor or its predecessor in interest has acquired the right and license to use, and to sublicense to others to use, the following trade names and trademarks: (1) HORNBECK, (2) HORNBECK OFFSHORE, (3) HORNBECK OFFSHORE SERVICES, (4) HOS, (5) HOSS, (6) logos in the style of a horse's head, examples of which are attached as Exhibit "D", and variations thereof (collectively "Common Law Marks"), all as utilized by Licensor, or by its predecessors in interest, in the identification, promotion, advertising, marketing, and operating of its various offshore marine services;

WHEREAS, pursuant to that certain Assignment of Trade Names and Trademarks effective as of June 5, 1998 and between Larry D. Hornbeck, as Assignor, and TODD HORNBECK and TROY HORNBECK, as Assignees, acquired the assignment of the Common Law Marks, all as utilized by Licensor, or by its predecessors in interest, in the identification, promotion, advertising, marketing, and operating of its various offshore marine services;

WHEREAS, pursuant to that certain Assignment of Trademarks effective as of July 17, 2012, between TODD HORNBECK and TROY HORNBECK as assignors and HFR, LLC as assignee, Licensor owns the United States Registrations, Mexico Registrations, and Trinidad and Tobago Registrations (collectively "Registered Marks"), and the goodwill associated therewith, a listing of which is identified in Exhibit "A";

WHEREAS, Licensor or its predecessor in interest owns the certain Trade Names, and the goodwill associated therewith, a partial list of which is identified in Exhibit "B";

WHEREAS, the Licensor is desirous of protecting the goodwill associated with the Common Law Marks and Registered Marks, to prevent dilution of the Marks, and to prevent customer confusion as to the source of goods and services associated with the Common Law Marks and Registered Marks;

WHEREAS, the Licensee desires to use certain trademarks or service marks that incorporate the Common Law Marks and the Registered Marks, and, may wish to adopt additional marks in the future which comprise or contain the words or symbols (1) HORNBECK, (2) HORNBECK OFFSHORE, (3) HORNBECK OFFSHORE SERVICES, (4) HOS, (5) HOSS, (6) logos in the style of a horse's head, alone or with other word and/or design elements, which are derived from the Common Law Marks and the Registered Marks (the "Additional Marks");

WHEREAS, the Licensee desires to secure an exclusive right and license to use the intellectual property rights of Licensor in connection with the identification of Licensee's business interests located within the territory defined in Exhibit "C".

WHEREAS, the Licensor is willing to grant the Licensee a license under the terms and conditions set forth below.

NOW, THEREFORE, intending to be legally bound, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including as consideration, TODD HORNBECK's entering into a post-employment covenant not to compete with Licensee set forth in an amended and restated senior employment agreement dated May 6, 2007, as amended, the Parties agree as follows:

**Article 1**  
**Grant of License**

1.1 License of Trademarks. Licensor hereby grants to Licensee an exclusive, transferable, royalty-free, perpetual right and license to use, and to sublicense to others to use as limited herein, the Common Law Marks, Registered Marks, and Additional Marks (the "Licensed Marks") to identify, promote, advertise, market, operate, and otherwise merchandise the various goods and services of Licensee in the offshore marine transportation services industries and other businesses related thereto, throughout the world, subject to the terms and conditions of this Agreement. Licensee may use the Licensed Marks in combination with one or more of Licensee's trademarks or trade names. This license specifically includes the right of Licensee to use said Licensed Marks in its corporate names and the right to permit its Affiliates to use said Licensed Marks subject to compliance with the other provisions of this Agreement and the right to use Additional Marks for which applications for registration are made in the future.

1.2 License of Trade Names. Licensor hereby grants to Licensee an exclusive, transferable, royalty-free, perpetual right and license to use, and to sublicense to others to use, the Trade Names to identify, promote, advertise, market, operate, and otherwise merchandise the

various goods and services of Licensee in the offshore marine transportation services industries and other businesses related thereto, throughout the world, subject to the terms and conditions of this Agreement. Licensee may use the Trade Names in combination with one or more of Licensee's trademarks or trade names. This license specifically includes the right of Licensee to use said Trade Names in its corporate names and the right to permit its Affiliates to use said Trade Names subject to compliance with the other provisions of this Agreement.

## Article 2 Quality Control

2.1 Quality Standards. Licensee acknowledges the importance of maintaining the standards of quality and service so as not to diminish the value of the Licensed Marks and Trade Names. Accordingly, Licensee agrees that the quality of all goods and services associated with or bearing the Licensed Marks or offered under the Trade Names will conform with the reasonable quality standards, as set out by Licensor from time to time that are intended to and have the result of preserving the Licensor's goodwill in the Licensed Marks and Trade Names. Licensee acknowledges that maintenance of the quality of the goods and services provided under the Licensed Marks and Trade Names enhances the business of Licensee as well as the business of the Licensor.

2.2 Quality Control. Licensor shall exercise control over the quality of the goods and services provided by Licensee under the Licensed Marks or Trade Names. Licensor shall have the right to exercise quality control as to such goods and services under reasonable circumstances and in a reasonable manner.

2.3 Cooperation. Licensee shall cooperate with Licensor's control of the nature and quality of the goods and services provided under the Licensed Marks and Trade Names, and will permit reasonable inspection of the Licensee's use of the Licensed Marks and Trade Names in connection with the goods and services provided thereunder.

2.4 Applicable Laws. Licensee shall comply with all applicable laws and regulations and shall obtain all appropriate government approvals pertaining to the operations of Licensee's business and to Licensee's goods.

## Article 3 Protection of the Licensed Marks and Trade Names

3.1 Notice. Licensee agrees to notify the Licensor promptly of any unauthorized use, infringement or dilution of the Licensed Marks or the Trade Names by others, as soon as practically possible after the unauthorized use of the Licensed Marks or the Trade Names comes to Licensee's attention, and to report all details in Licensee's possession concerning the kind and character of the unauthorized use, infringement or dilution. For so long as TODD HORNBECK is employed by Licensee, the Licensor shall be deemed to have been notified of such unauthorized use upon the first knowledge thereof as a result of sharing such information in meetings in which TODD HORNBECK and other of Licensee's Executive Officers participate.

3.2 Enforcement Proceedings.

a. During the term of this Agreement, the Licensee shall, at its sole cost, take all reasonable and necessary action, including without limit, the initiation of legal proceedings, in order to protect the Licensed Marks and Trade Names from unauthorized use, infringement or dilution by third parties in the offshore marine transportation services industry and other businesses related thereto. The Licensor shall convey to the Licensee any power of attorney or other power or cooperation required by the Licensee in order to take action required hereby. If the Licensee breaches its obligation under this clause, the Licensor may, in its sole discretion, take actions it deems to be reasonably necessary in order to protect the Licensed Marks and Trade Names and the Licensee shall reimburse to the Licensor all costs incurred thereby.

b. All damages, awards, and settlement proceeds which result from an action brought by the Licensee pursuant to Section 3.2(a) shall belong entirely to the Licensee. In the event that the Licensee breaches its obligations under Section 3.2(a) and as a result thereof the Licensor brings a legal action against a third party, then all damages, awards and settlement proceeds resulting from the action brought by the Licensor shall belong entirely to the Licensor.

### 3.3 Maintenance of the Licensed Marks.

a. During the term of this Agreement the Licensee shall, at its sole cost and expense, maintain the effectiveness of all state or federal trademark registrations affecting the Licensed Marks and Trade Names at the Commencement Date such that upon termination of this Agreement, any such federal or state trademark registrations shall be deemed to be in full force and effect and duly registered in the name of the Licensor. Licensee shall, at the request of Licensor and at Licensee's expense, execute and deliver such further documents and legal instruments, and do all other things reasonably necessary to secure any registration of the Licensed Marks and Trade Names in the name of Licensor and/or to enforce Licensor's rights and interest in and to the Licensed Marks and Trade Names and the associated goodwill, including without limitation executing and delivering any and all powers of attorney, applications, declarations and affidavits. The Licensor shall, at the Licensee's sole cost and expense, execute and deliver to the Licensee all documents and legal instruments and do all other things reasonably necessary as requested by the Licensee to secure and/or maintain any registration of the Licensed Marks and Trade Names in the name of Licensor and/or to enforce Licensor's rights and interest in and to the Licensed Marks and Trade Names and associated goodwill, including without limitation executing and delivering any and all powers of attorney, applications, declarations and affidavits consistent with the purpose and intent of this Agreement.

## Article 4

### Representations And Warranties

4.1 Warranty of Title. Licensor represents and warrants that Licensor owns or possesses a valid and assignable right or license to use in the businesses conducted by the Licensee on the Commencement Date, all of the Licensed Marks and Trade Names. Except as

contemplated in Section 8.3, Licensor agrees that it will not at any time do or cause to be done any act or thing impairing or tending to impair any part of such right, title, and interest.

## Article 5

### Term and Termination

5.1 Term. Unless terminated sooner as provided herein, the term of this Agreement and the license granted hereby shall commence on the Commencement Date and shall continue in force and effect for as long as the Licensee utilizes the Licensed Marks and Trade Names in accordance with the license granted in Article 1 and maintains the quality of the Licensed Marks and Trade Names in accordance with Article 2 (the "Term").

5.2 Termination for Default. Licensor may terminate this Agreement upon Licensee's failure to materially comply with the provisions of this Agreement and to take all available measures to cure such non-compliance within sixty (60) days after written notice of such non-compliance to Licensee.

5.3 Termination for Insolvency. If Licensee shall file a voluntary case under the United States Bankruptcy Code, or an involuntary case is filed by third parties that is not stayed or dismissed within 30 days thereafter or Licensee shall seek any other relief under any bankruptcy or insolvency statutes as may be amended from time to time, or be declared either insolvent or bankrupt or if a receiver or trustee is appointed for part or all of the assets of Licensee on behalf of any creditor or creditors, or Licensee becomes unable to pay its debts as they become due, Licensor may terminate this Agreement immediately upon giving written notice to Licensee.

5.4 Termination without Cause by Licensee. Licensee shall have the right to terminate this Agreement, without cause, by providing the Licensor with sixty (60) days written notice prior to the effective date of the termination.

5.5 Termination for Sale or Transfer of Ownership. Licensor shall have the right to terminate this Agreement in the event of a change in control of the Licensee or its parent Hornbeck Offshore Services, Inc. A change in control shall be deemed to occur if such an event has occurred in the manner defined in the Senior Employment Agreement between Licensee and TODD HORNBECK, as amended from time to time.

5.6 Termination by Departure. TODD HORNBECK, acting for and on behalf of Licensor, shall have the right, in his sole discretion, to terminate this Agreement if TODD HORNBECK ceases to be the President, Chief Executive Officer and Chairman of the Licensee or its parent, Hornbeck Offshore Services, Inc., for any reason.

5.7 Termination by Interdiction, Other Mental Incapacity or Death. In the event of the interdiction, other mental incapacity or death of TODD HORNBECK during the term of this Agreement, TROY HORNBECK, on behalf of Licensor, shall have the right, in his sole discretion, to terminate this Agreement at any time. Following the interdiction, other mental incapacity or death of TODD HORNBECK, in the event that and for so long as TROY HORNBECK does not terminate this Agreement, TROY HORNBECK shall act on behalf of Licensor. In the event of the interdiction, other mental incapacity or death of TROY

HORNBECK following TODD HORNBECK's interdiction, other mental incapacity or death during the term of this Agreement, the following persons, acting jointly, one on behalf of TODD HORNBECK, or his estate, and one on behalf of TROY HORNBECK, or his estate, shall have the right, in their collective discretion, to terminate this Agreement at any time.

a. in the event of interdiction or other mental incapacity, the agent appointed by TODD HORNBECK or TROY HORNBECK under a durable power of attorney or, if none, the court-appointed guardian or conservator of TODD HORNBECK's or TROY HORNBECK's estate; and

b. in the event of death, the court-appointed executor or administrator of TODD HORNBECK's or TROY HORNBECK's estates or, if none, due to full administration and distribution of such estates, the trustee of trusts created at TODD HORNBECK's or TROY HORNBECK's death or, if none, the heirs or beneficiaries of TODD HORNBECK's or TROY HORNBECK's estates.

5.8 Effect of Termination. In the event, for whatever reason, of expiration or termination of this Agreement, Licensee shall immediately, upon the expiration of any transition period set forth in the notice or that is required by this Agreement (which, unless otherwise agreed by Licensee, shall be at least 90 days), cease and desist from offering any goods or services or doing business under the Licensed Marks and Trade Names or any name confusingly similar to the Licensed Marks and Trade Names. All costs associated with ceasing to offer the Licensee's goods and services under the Licensed Marks and Trade Names, including without limitation the removal of the Licensed Marks and Trade Names from all marketing, letterhead, business cards, signs, buildings, vessels, brochures or the like and from changing of Licensee's and its Affiliate's entity names, shall be borne entirely by Licensee. The provisions of this section shall survive the termination of this Agreement.

## Article 6 Ownership

6.1 Licensee acknowledges the ownership of the Licensed Marks, and the goodwill associated therewith, by the Licensor. Licensee agrees that it will do nothing inconsistent with such ownership of Licensor, except as may be permitted by this Agreement. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interests in the Licensed Marks other than the right to use the Licensed Marks pursuant to the terms and conditions of this Agreement. Licensor agrees that it will not contest the ownership rights of the Licensor in the Licensed Marks. Licensee agrees that any use by Licensee of the Licensed Marks and all goodwill arising from the use, shall be solely for, and inure to the benefit of the Licensor.

6.2 Licensee further acknowledges the ownership of the Trade Names, and the goodwill associated therewith, by the Licensor. Licensee agrees that it will do nothing inconsistent with such ownership of Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interests in the Trade Names other than the right to use the Trade Names pursuant to the terms and conditions of this Agreement. Licensee agrees that it will not contest the ownership rights of the Licensor in the Trade Names. Licensee agrees that



any use by Licensee of the Trade Names and all goodwill arising from the use, shall be solely for, and inure to the benefit of the Licensor.

6.3 Licensor reserves the right, in its sole discretion, to discontinue use of any or all of the Trade Names.

**Article 7**  
**Sublicense**

7.1 Sublicense. Licensee may sublicense to any of its Affiliates the rights conveyed in this Agreement. Licensee may sublicense the rights conveyed in this Agreement to a non-Affiliate only with the prior written consent of the Licensor, which consent may be withheld or granted in the sole discretion of the Licensor. Any sublicense conveyed by the Licensee without the required prior written consent of the Licensor shall be null and void.

**Article 8**  
**Miscellaneous**

8.1 Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if hand delivered with receipt acknowledged, or mailed by certified or registered mail postage prepaid, return receipt requested, and addressed as follows:

To Licensor: HFR, LLC  
103 Northpark Blvd., Suite 300  
Covington, LA 70433  
Telephone: (985) 727-2000  
Fax: (985) 727-2006

To Licensee: Hornbeck Offshore Operators, LLC  
103 Northpark Blvd., Suite 300  
Covington, LA 70433  
Telephone: (985) 727-2000  
Fax: (985) 727-2006

Either party may change its address for notification purposes by giving the other party written notice of the new address change and the date upon which it will become effective.

8.2 Severability. If any of the provisions of this Agreement are determined to be invalid or unenforceable under present or future laws effective during the term of this Agreement, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of the Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced accordingly. The parties hereby acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practical, be deemed valid and enforceable.

8.3 Assignments. Licensor shall have the right, in its sole discretion, to assign its rights under this Agreement to any principal, member, trust, trustee or administrator of the Licensor or to the executor or administrator of TODD HORNBECK's estate and TROY HORNBECK's estate or the beneficiaries thereof following the death of TODD HORNBECK and TROY HORNBECK. Licensee may assign this Agreement to any Affiliate. Licensee may not assign this Agreement to a non-Affiliate without the prior written consent of the Licensor, which consent may be withheld or granted in the sole discretion of the Licensor. Any assignment conveyed by the Licensee without the required prior written consent of the Licensor shall be null and void. Any assignee must assume all obligations of the assigning party in connection with this Agreement and shall have executed and agreed to be bound by the terms of this Agreement in substantially the same form as is set forth herein. Any assignments not made in accordance with this Agreement shall be void.

8.4 Section Headings, Number and Gender. The Section headings are for convenience of reference only and shall not constitute a part hereof. Whenever the context requires, references in this Agreement to the singular number shall include the plural, and the plural number shall include the singular, and words denoting gender shall include the masculine, feminine and neuter.

8.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Louisiana without giving effect to the principles of conflicts of law thereof. The federal and state courts in Louisiana shall have exclusive jurisdiction over disputes with respect to this Agreement.

8.6 Further Assurances. At and from time to time after the date hereof, at the request of Licensee, but without further consideration, Licensor shall execute and deliver such other instruments of conveyance, license, assignment, transfer and delivery and take such other action as Licensee may reasonably request in order more effectively to consummate the transactions contemplated by this Agreement.

8.7 Warranty of No Brokers. Each party hereto represents and warrants to the other party hereto that it has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other like payment in connection with this Agreement or the transactions contemplated hereby, for which the other party will have any liability, and each party hereto agrees to indemnify and hold the other party harmless against and in respect to any such obligation or liability based in any way on any agreement, arrangement, or understanding claimed to have been made by such party with any third party.

8.8 Non-Waiver. The delay or omission of any Party to exercise rights or powers under this Agreement shall not impair any such right or power and shall not be construed to be a waiver of any event of default or acquiescence therein. No waiver of any default shall be construed, taken or held to be a waiver of any other default or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.

8.9 Successors and Assigns. This Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and permitted assigns.

8.10 Merger and Amendments. This Agreement contains the entire understanding and agreement of the Parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter, including

a. the Trade Name and Trademark License Agreement effective as of June 4, 1997, by and between TODD HORNBECK and TROY HORNBECK, on the one hand and Hornbeck Offshore Services, Inc., on the other hand;

b. the Addendum to Trade Name and Trademark License Agreement effective as of June 5, 1998 and between TODD HORNBECK and TROY HORNBECK, on the one hand, and Hornbeck Offshore Services, Inc., on the other hand; and,

c. the Amended and Restated Trade Name and Trademark License Agreement effective May 6, 2007, between TODD HORNBECK and TROY HORNBECK, on the one hand, and Hornbeck Offshore Operators, LLC on the other hand.

8.11 This Agreement may be amended only by the written consent of the Parties hereto.

8.12 No individual, partnership, joint venture, corporation, trust or other unincorporated entity or organization, not a party to this Agreement, shall be deemed to be a third-party beneficiary hereunder or entitled to any rights hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

**LICENSOR:**

HFR, LLC

By: 

Todd M. Hornbeck  
Member

**LICENSEE:**

Hornbeck Offshore Operators, LLC

By: 

Samuel A. Giberga  
Senior Vice President and General Counsel

## EXHIBIT "A"

### Trademark Registrations

#### LICENSOR'S TRADEMARKS AND SERVICE MARKS

COUNTRY	MARK	REGISTRATION NO.	REGISTRATION DATE
U.S.	HORNBECK OFFSHORE	2757850	09/02/2003
U.S.	HORNBECK OFFSHORE SERVICES	2754828	08/26/2003
U.S.	H O S	2622910	09/24/2002
U.S.	Horse Head Design Logo	2575178	06/04/2002
U.S.	H O S & Design	2622908	09/24/2002
U.S.	H O S Design Logo	2754829	08/26/2003
Trinidad & Tobago	HORNBECK	34290	08/05/2004
Trinidad & Tobago	HORNBECK OFFSHORE	34289	07/20/2005
Trinidad & Tobago	HORNBECK OFFSHORE SERVICES	34291	06/30/2005
Trinidad & Tobago	H O S & Device	34287	03/31/2005
Trinidad & Tobago	H O S HORNBECK OFFSHORE SERVICES & Design	34288	08/11/2005
Trinidad & Tobago	H O S HORNBECK OFFSHORE & Design	34292	03/14/2006
Mexico	HORNBECK OFFSHORE SERVICES	1098272	10/01/2008
Mexico	H O S & Design (circle)	1105451	10/01/2008
Mexico	HORNBECK OFFSHORE	1107003	10/01/2008
Mexico	H O S & Design (no circle)	1105453	10/01/2008
Mexico	Horse Head Design	1105450	10/01/2008
Mexico	H O S & Design	1103641	10/01/2008
Mexico	H O S Logo	1105452	10/01/2008

EXHIBIT "A" -- (continued)

LICENSOR'S TRADEMARKS AND SERVICE MARKS, continued:

1. Hornbeck
2. Hornbeck Offshore
3. Hornbeck Offshore Services
4. HOS
5. HOSS
6. HOS and Design
7. Horsehead Logo - (Plain)
8. Hornbeck Offshore Services, Inc. and Design
9. Horsehead Logo Enclosed by Circle
10. HOS Hornbeck Offshore and Design
11. Horsehead Logo-Enclosed by Bold Circle

**EXHIBIT "B"**  
**LICENSOR'S TRADE NAMES**

1. Hornbeck
2. Hornbeck Offshore
3. Hornbeck Offshore Services
4. HOS
5. HOSS

**EXHIBIT "C"**  
**TERRITORY**

The territory shall be worldwide.



EXHIBIT "D"  
HORSE HEAD LOGO

