

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NORSE CUTTING & ABANDONMENT, INC.		06/21/2013	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oceaneering International, Inc.		
<b>Street Address:</b>	11911 F.M. 529		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77041		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77905054	NO CUTS! NO GLORY!	
<b>Serial Number:</b>	85570915	NORSE CUTTING & ABANDONMENT DTS NO CUTS!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	732-737-7530		
<b>Email:</b>	SGoldsmith@SorinRand.com		
<b>Correspondent Name:</b>	Susan Okin Goldsmith		
<b>Address Line 1:</b>	Two Tower Center Blvd.		
<b>Address Line 4:</b>	East Brunswick, NEW JERSEY 08816		
<b>ATTORNEY DOCKET NUMBER:</b>	SR-1560-1		
<b>NAME OF SUBMITTER:</b>	Susan Goldsmith		
<b>Signature:</b>	/Susan Goldsmith/		

OP \$65.00 77905054

Date:

06/26/2013

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

This Assignment is made as of the 21<sup>st</sup> day of June, 2013 ("Effective Date"), by and between Norse Cutting & Abandonment, Inc., a Texas corporation with an address at c/o Legal Department, 11917 FM 529, Houston, Texas 77401 ("Assignor"), and Oceaneering International Inc. a Delaware Corporation with an address at 11911 F.M. 529, Houston, Texas 77401 ("Assignee").

For One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the trademarks listed on Schedule A attached hereto and made a part hereof (the "Marks"), together with all the good will which is or will be symbolized by said Marks, and all rights and privileges under the Marks, including the right to renew and/or register the Marks in the United States and anywhere in the world, and all rights to recover for damages and profits for infringement in the United States and throughout the world, and any and all rights, privileges, and obligations under licenses with respect to the Marks anywhere in the world.

Assignee hereby accepts such assignment and transfer.

IN WITNESS WHEREOF, this Assignment has been executed effective as of the date first above written.

NORSE CUTTING & ABANDONMENT, INC.

OCEANEERING INTERNATIONAL INC.

By: Andrew V. Treat

By: Clyde Hewlett

Name: ANDREW V TREAT

Name: CLYDE HEWLETT

Title: VP DTS OCEANEERING

Title: DR. VICE PRESIDENT

## SCHEDULE A

Trademark	App No.:	File Date	Reg Date	Reg. No.:
NO CUTS! NO GLORY!	77/905,054	1/5/2010	12/6/2011	4,067,862
NCA NO CUTS! NO GLORY! Viking Logo	85/570,915	3/15/2012		

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RECORDED: 06/26/2013

TRADEMARK  
REEL: 005057 FRAME: 0205