

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Helix Energy Solutions Group, Inc.		06/19/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	335 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3353929	HELIX
Registration Number:	3366968	HELIX
Registration Number:	3607682	HELIX
Registration Number:	3353931	HELIX
Registration Number:	3500174	HELIX
Registration Number:	3366972	
Registration Number:	3366973	
Registration Number:	3497165	
Registration Number:	3366974	
Registration Number:	3500180	

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: traci.landgraf@bgllp.com
Correspondent Name: Bracewell & Giuliani LLP
Address Line 1: P.O. Box 61389
Address Line 4: Houston, TEXAS 77208

ATTORNEY DOCKET NUMBER:	060877.091142
NAME OF SUBMITTER:	Traci Landgraf
Signature:	/Constance G. Rhebergen/
Date:	07/03/2013

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Helix Energy Solutions Group, Inc., a Minnesota corporation (herein referred to as the "Debtor"), having an address at 400 N. Sam Houston Parkway East, Suite 1000, Houston, Texas 77060, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Helix Energy Solutions Group, Inc., a Minnesota corporation (the "Borrower"), has entered into a Credit Agreement dated as of June 19, 2013 (as amended, amended and restated, supplemented, extended, or otherwise modified from time to time, the "Credit Agreement") with the financial institutions from time to time party thereto (the "Lenders") and Bank of America, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the Lenders.

WHEREAS, in connection with the Credit Agreement, the Borrower, the Debtor, and certain other subsidiaries of the Borrower have entered into a Security Agreement (as amended, amended and restated, supplemented, extended, or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent, pursuant to which the Debtor has granted to the Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof, all right, title and interest of the Debtor in and to all Trademark Licenses (as defined in the Security Agreement) and all proceeds thereof (but in each case, excluding on any Excluded Property), including, without limitation, any claims by the Debtor against third parties for infringement thereof, (the "Collateral"), to secure the payment of the Secured Obligations (as defined in the Security Agreement);

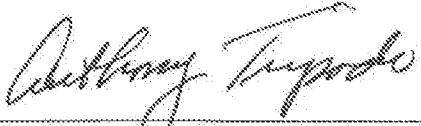
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is 335 Madison Avenue, NY 1-503-04-03, New York, New York 10017.

IN WITNESS WHEREOF, Helix Energy Solutions Group, Inc. has duly executed or caused this Supplement to the Security Agreement to be duly executed as of June 19, 2013.

HELIX ENERGY SOLUTIONS GROUP, INC.

By: 

Anthony Tripodi
Executive Vice President and Chief Financial
Officer

SCHEDULE 1-A

TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Country	App/Reg. No.	Filing/ Reg. Date	Mark	Owner
U.S.	78/824,276 3,353,929	2/27/2006 12/11/2007	Helix	Helix Energy Solutions Group, Inc.
U.S.	78/824,368 3,366,968	2/27/2006 1/8/2008	Helix	Helix Energy Solutions Group, Inc.
U.S.	78/824,386 3,607,682	2/27/2006 4/14/2009	Helix	Helix Energy Solutions Group, Inc.
U.S.	78/824,397 3,353,931	2/27/2006 12/11/2007	Helix	Helix Energy Solutions Group, Inc.
U.S.	78/824,415 3,500,174	2/27/2006 9/9/2008	Helix	Helix Energy Solutions Group, Inc.
U.S.	78/828,826 3,366,972	3/3/2006 1/8/2008	Helix Design	Helix Energy Solutions Group, Inc.
U.S.	78/828,871 3,366,973	3/3/2006 1/8/2008	Helix Design	Helix Energy Solutions Group, Inc.
U.S.	78/828,884 3,497,165	3/3/2006 9/2/2008	Helix Design	Helix Energy Solutions Group, Inc.
U.S.	78/828,900 3,366,974	3/3/2006 1/8/2008	Helix Design	Helix Energy Solutions Group, Inc.
U.S.	78/828,911 3,500,180	3/3/2006 9/9/2008	Helix Design	Helix Energy Solutions Group, Inc.