

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>
Hornbeck Offshore Operators, LLC		06/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HFR, LLC		
<b>Street Address:</b>	103 Northpark Blvd.		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Covington		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70433		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85827181	HOSMAX	
<b>Serial Number:</b>	85827325	HOSMAX	
<b>Serial Number:</b>	85827280	HOSMAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
	<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>	214-745-5226		
<b>Email:</b>	awalker@winstead.com		
<b>Correspondent Name:</b>	Andrea Walker, Winstead PC		
<b>Address Line 1:</b>	P.O. Box 131851		
<b>Address Line 4:</b>	Dallas, TEXAS 75313-1851		
<b>ATTORNEY DOCKET NUMBER:</b>	17924-K012US,13US,14US		

CH \$90.00 85827181

NAME OF SUBMITTER:	Andrea Walker
Signature:	/Andrea Walker/
Date:	07/09/2013
<b>Total Attachments: 3</b> source=17924-K012US,K013US,K014US TM Assignment HOSMAX apps-HOO,LLC to HFR,LLC#page1.tif source=17924-K012US,K013US,K014US TM Assignment HOSMAX apps-HOO,LLC to HFR,LLC#page2.tif source=17924-K012US,K013US,K014US TM Assignment HOSMAX apps-HOO,LLC to HFR,LLC#page3.tif	

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made and entered into effective as of the date of execution by Hornbeck Offshore Operators, LLC, a Delaware limited liability company, of 103 Northpark Blvd., # 300, Covington, Louisiana 70433 ("Assignor") and HFR, LLC, a Texas limited liability company, having a place of business at 103 Northpark Blvd., # 300, Covington, Louisiana 70433 ("Assignee").

WHEREAS, Assignor is the owner of record of certain trademarks and trademark applications set forth on Exhibit A to this Assignment, which is attached hereto and incorporated herein by reference (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in and to the Trademarks and their accompanying good will; and

WHEREAS, the Trademarks are the subjects of the pending applications identified on Exhibit A that were filed in the United States Patent and Trademark Office based on the good faith intent to use the Trademarks in commerce; and

WHEREAS, Assignor as the applicant of such pending applications is executing Amendments to Allege Use for each of the Trademarks that will be filed in the United States Patent and Trademark Office to amend the filing bases of such applications from intent to use to actual use; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment by Assignor to Assignee of all of Assignor's rights in and to the Trademarks and all of the good will symbolized by the Trademarks and associated therewith in connection with the business in which the Trademarks are used;

NOW, THEREFORE, for and in consideration of the foregoing premises and Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks including domestic and foreign rights, including without limitation: (i) all good will symbolized by and associated with the Trademarks; (ii) any and all applications, registrations or certificates or renewals that may be pending, issued or granted therefor; (iii) all income, royalties, damages or other remedies and payments now or hereafter due or payable in respect to the Trademarks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Trademarks, throughout the entire world; and (v) the right to file and prosecute applications and/or renewals and obtain registrations of the Trademarks in Assignee's own name throughout the world, including, without limitation, all rights of priority.

Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, verified statements, and any other agreements, documents or instruments as may be necessary or appropriate to perfect the rights, title and interest assigned hereby in Assignee, its successors, assigns and legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the 28-day of June, 2013.

"Assignor"  
HORNBECK OFFSHORE OPERATORS, LLC

"Assignee"  
HFR, LLC

Signature: Todd M. Hornbeck

Name: Todd M. Hornbeck

Title: Manager

Date: 6/28/13

Signature: Todd M. Hornbeck

Name: Todd M. Hornbeck

Title: Manager

Date: 6/18/13

EXHIBIT A

COUNTRY	MARK	APPLICATION SERIAL NO.
U.S.	HOSMAX	85/827181
U.S.	HOSMAX & Design (black & white)	85/827325
U.S.	HOSMAX & Design (color)	85/827280