

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/01/2013

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Proserv Employing LLC		07/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Proserv Operations, Inc.
Street Address:	13105 Northwest Freeway, Suite 250
City:	Houston
State/Country:	TEXAS
Postal Code:	77040-6313
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77618648	HYDRASEA
Serial Number:	77618670	HYDRASEAS
Serial Number:	77618716	HYDRAFIT
Serial Number:	77618829	HYDRAFIT
Serial Number:	77632361	GALATEA
Serial Number:	77632380	GALATHEA
Serial Number:	77639239	ARGUS SUBSEA
Serial Number:	77640436	G
Serial Number:	77640451	G GALATHEA GROUP
Registration Number:	2543748	CAC
Registration Number:	2528865	CAC

CORRESPONDENCE DATA

900260302

TRADEMARK
 REEL: 005067 FRAME: 0024

OP \$290.00 77618648

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@bglp.com

Correspondent Name: Bracewell & Giuliani LLP

Address Line 1: P.O. Box 61389

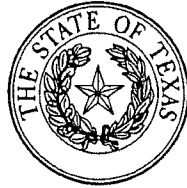
Address Line 4: Houston, TEXAS 77208

ATTORNEY DOCKET NUMBER:	035810.000002
NAME OF SUBMITTER:	Traci Landgraf
Signature:	/Jeffrey S. Whittle/
Date:	07/10/2013

Total Attachments: 11

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Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



John Steen
Secretary of State

Office of the Secretary of State

July 02, 2013

CT Corporation System
701 Brazos, Ste. 720
Austin, TX 78701 USA

RE:
Proserv Operations, Inc. (File Number: 103822300)

It has been our pleasure to approve and place on record the filing instrument effecting a merger. The appropriate evidence of filing is attached for your files. Payment of the filing fee is acknowledged by this letter.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure

Phone: (512) 463-5555
Prepared by: Lisa Jones

Come visit us on the internet at <http://www.sos.state.tx.us/>.
Fax: (512) 463-5709
TID: 10339

Dial: 7-1-1 for Relay Services
Document: 488015630002

TRADEMARK

REEL: 005067 FRAME: 0026



Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

Proserv Employing LLC
Foreign Limited Liability Company (LLC)
Delaware, USA
[File Number: 800599443]

Into

Proserv Operations, Inc.
Domestic For-Profit Corporation
[File Number: 103822300]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 07/01/2013

Effective: 07/01/2013



A handwritten signature in black ink, appearing to read "John Steen".

John Steen
Secretary of State

CERTIFICATE OF MERGER

Corporations Section

Pursuant to Chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties submit this certificate of merger.

Parties to the Merger

The name, organizational form, state of incorporation or organization, and file number, if any, issued by the secretary of state for each organization that is a party to the merger are as follows:

1. Proserv Operations, Inc.

The organization is a corporation. It is organized under the laws of Texas. The file number is 103822300. Its principal place of business is 13105 Northwest Freeway Suite 250, Houston, Texas 77040-6313. The organization will survive the merger under the name "Proserv Operations, Inc."

2. Proserv Employing LLC

The organization is a limited liability company. It is organized under the laws of Delaware. The file number is 3827025. Its principal place of business is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The organization will not survive the merger.

Alternative Statements

In lieu of providing the plan of merger, each domestic filing entity certifies that:

1. A signed plan of merger is on file at the principal place of business of each surviving, acquiring, or new domestic entity or non-code organization that is named in this form as a party to the merger or an organization created by the merger.

2. On written request, a copy of the plan of merger will be furnished without cost by each surviving, acquiring, or new domestic entity or non-code organization to any owner or member of any domestic entity that is a party to or created by the plan of merger and, if the certificate of merger identifies multiple surviving domestic entities or non-code organizations, to any creditor or obligee of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

Approval of the Plan of Merger

The plan of merger has been approved as required by the laws of the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.

Effectiveness of Filing

This document becomes effective when the document is accepted and filed by the secretary of state.

Tax Certificate

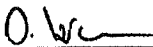
In lieu of providing the tax certificates, the surviving organization will be liable for the payment of the required franchise taxes.

Execution


The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the merging entity, to execute the filing instrument.

Date: July 1, 2013.

PROSERV OPERATIONS, INC.

By: 
Davis Larssen
Vice President, Chief Financial Officer & Secretary

PROSERV EMPLOYING LLC

By: 
Davis Larssen
Vice President, Chief Financial Officer & Secretary

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PROSERV EMPLOYING LLC", A DELAWARE LIMITED LIABILITY COMPANY,


WITH AND INTO "PROSERV OPERATIONS, INC." UNDER THE NAME OF "PROSERV OPERATIONS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF JULY, A.D. 2013, AT 8:18 O'CLOCK A.M.

5359668 8100M

130833357

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0555529

DATE: 07-01-13

TRADEMARK
REEL: 005067 FRAME: 0030

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANY
INTO A FOREIGN CORPORATION

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving corporation is Proserv Operations, Inc., a foreign corporation.

Second: The jurisdiction in which this corporation was formed is Texas.

Third: The name of the company being merged into the foreign corporation is Proserv Employing LLC, a Delaware limited liability company.

Fourth: The agreement and plan of merger has been approved and executed by each of the business entities which is to merge or consolidate.

Fifth: An agreement and plan of merger is on file at a place of business of the surviving foreign corporation and the address thereof is 13105 Northwest Freeway Suite 250, Houston, Texas 77040-6313.

Sixth: A copy of the agreement and plan of merger will be furnished by the surviving foreign corporation, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

Seventh: The surviving foreign corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is: 13105 Northwest Freeway Suite 250, Houston, Texas 77040-6313.

IN WITNESS WHEREOF, each of the undersigned has caused this certificate to be signed by its authorized person, this 1st day of July, 2013.

PROSERV OPERATIONS, INC.

By: D. Larssen
Davis Larssen
Vice President, Chief Financial Officer & Secretary

PROSERV EMPLOYING LLC

By: D. Larssen
Davis Larssen
Vice President, Chief Financial Officer & Secretary

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

DECEMBER 8, 2012

WHEREAS, each of the undersigned (the "Debtors"), having an address at 5510 Clara Road, Houston, TX 77041, (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, the Debtor has entered into a Security Agreement, dated as of December 8, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined), in favor of HSBC Corporate Trustee Company (UK) Limited, as Security Agent for itself and the Secured Parties (in such capacity, the "Security Agent") pursuant to which the Debtor has granted to the Security Agent 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 the Debtor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, "Collateral" shall not include (a) any general intangible or any contract or agreement to which a Debtor is a party or any of its rights or interests thereunder (and any such general intangible or other contract or agreement or any of such Debtor's rights or interests thereunder shall not be deemed "Collateral" for any purpose hereunder) if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of such Debtor therein, (ii) a violation of a valid and enforceable restriction in respect of such general intangible, investment property or other such rights in favor of a third party or under any law, regulation, permit, order or decree of any governmental authority, unless and until all required consents shall have been obtained or (iii) a breach or termination (or result in any party thereto having the right to terminate) pursuant to the terms of, or a default under, any such contract, lease, instrument, permit, franchise, license or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC or any other applicable law or principles of equity); *provided, however*, that such Debtor has used all reasonable endeavors to remedy the condition causing such abandonment, invalidation, unenforceability or breach or termination and

further provided that such security interest shall attach immediately (and any such general intangible or other contract or agreement or any of such Debtor's rights or interests thereunder shall be immediately deemed "Collateral" for all purposes of this Agreement) at such time as the condition causing such abandonment, invalidation, unenforceability or breach or termination, as the case may be, shall be remedied and, to the extent severable, shall attach immediately to any portion of such contract, lease, instrument, permit, franchise or agreement that does not result in any of the consequences specified in the immediately preceding clause (i), (ii) or (iii) including, without limitation, any proceeds of such contract, lease, instrument, permit, franchise or agreement; (b) any outstanding capital stock of a Non-US Group Company other than 65 per cent. of the voting stock (and 100 per cent. of non-voting stock) of any Non-US Group Company that is a first tier "controlled foreign corporation" (as defined in Section 957 of the IR Code); or (c) any United States intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application and/or any registration that issues therefrom under applicable federal law).


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 Security Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Security 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 Security Agent's address is: HSBC Corporate Trustee Company (UK) Limited, 8 Canada Square, London E14 5HQ, United Kingdom, Attention: CTLA Trustee Administration.

IN WITNESS WHEREOF, the Debtor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of the date first set forth above.

PROSERV OPERATIONS LLC
PROSERV HOLDINGS INC.
PROSERV OFFSHORE INC.
ARGUS SUBSEA LLC
GILMORE VALVE COMPANY
PROSERV INTERNATIONAL HOLDINGS LLC
PROSERV OFFSHORE HOLDINGS, LLC

By: 
Name: Davis Larsen
Title: Vice President, Chief Financial Officer and
Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK
REEL: 005067 FRAME: 0034

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARKS

<u>TRADEMARK</u>	<u>Official No.</u>	<u>Country</u>	<u>Company/ Subsidiary</u>
HYDRASEA	77/618,648	United States of America	Galathea Group Inc.
HYDRASEAS	77/618,670	United States of America	Galathea Group Inc.
HYDRAFIT	8228017	European Community	Galathea Group Inc.
HYDRAFIT	251721	Norway	Galathea Group Inc.
HYDRAFIT	77/618,716	United States of America	Galathea Group Inc.
HYDRAFIT & Design	8228322	European Community	Galathea Group Inc.
HYDRAFIT & Design	251720	Norway	Galathea Group Inc.
HYDRAFIT & Design	77/618,829	United States of America	Galathea Group Inc.
GALATEA	77/632,361	United States of America	Galathea Group Inc.
GALATHEA (Class 7)	7437916	China	Galathea Group Inc.
GALATHEA (Class 9)	7437875	China	Galathea Group Inc.
GALATHEA	8227671	European Community	Galathea Group Inc.
GALATHEA	T09/04434Z	Singapore	Galathea Group Inc.
GALATHEA	77/632,380	United States of America	Galathea Group Inc.
ARGUS SUBSEA (Class 7)	830281100	Brazil	Galathea Group Inc.
ARGUS SUBSEA (Class 9)	830281118	Brazil	Galathea Group Inc.
ARGUS SUBSEA (Class 37)	830281126	Brazil	Galathea Group Inc.
ARGUS SUBSEA	1,435,289	Canada	Galathea Group Inc.
ARGUS SUBSEA (Class 7)	7437921	China	Galathea Group Inc.
ARGUS SUBSEA (Class 9)	7437922	China	Galathea Group Inc.
ARGUS SUBSEA (Class 37)	7437923	China	Galathea Group Inc.
ARGUS SUBSEA	8228652	European Community	Galathea Group Inc.
ARGUS SUBSEA (Class 7)	1004520	Mexico	Galathea Group Inc.
ARGUS SUBSEA (Class 9)	1004521	Mexico	Galathea Group Inc.
ARGUS SUBSEA (Class 37)	1119105	Mexico	Galathea Group Inc.
ARGUS SUBSEA	200904179	Norway	Galathea Group Inc.
ARGUS SUBSEA	T09/04435H	Singapore	Galathea Group Inc.
ARGUS SUBSEA	77/639,239	United States of America	Galathea Group Inc.
G (Stylized) (Class 7)	830304797	Brazil	Galathea Group Inc.
G (Stylized) (Class 9)	830304800	Brazil	Galathea Group Inc.
G (Stylized)	1439512	Canada	Galathea Group Inc.
G (Stylized) (Class 7)	7437917	China	Galathea Group Inc.
G (Stylized) (Class 9)	7437918	China	Galathea Group Inc.
G (Stylized)	8308363	European Community	Galathea Group Inc.
G (Stylized) (Class 7)	1008431	Mexico	Galathea Group Inc.
G (Stylized) (Class 9)	1008432	Mexico	Galathea Group Inc.
G (Stylized)	252202	Norway	Galathea Group Inc.

G (Stylized)	T09/05490F	Singapore	Galathea Group Inc.
G (Stylized)	77/640,436	United States of America	Galathea Group Inc.
G GALATHEA GROUP (compound) (Class 7)	830304770	Brazil	Galathea Group Inc.
G GALATHEA GROUP (compound) (Class 9)	830304789	Brazil	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	1439419	Canada	Galathea Group Inc.
G GALATHEA GROUP (Stylized) (Class 7)	7437919	China	Galathea Group Inc.
G GALATHEA GROUP (Stylized) (Class 9)	7437920	China	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	8308447	European Community	Galathea Group Inc.
G GALATHEA GROUP (Stylized) (Class 7)	1008429	Mexico	Galathea Group Inc.
G GALATHEA GROUP (Stylized) (Class 9)	1008430	Mexico	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	252168	Norway	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	T09/05492B	Singapore	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	77/640,451	United States of America	Galathea Group Inc.
"CAC" & Design	663134	Mexico	Proserv Operations LLC
"CAC"	678110	Mexico	Proserv Operations LLC
"CAC" & Design (mista)	822048000	Brazil	Proserv Operations LLC
"CAC"	822047977	Brazil	Proserv Operations LLC
"CAC"	Appln. (Processo) No. 822047985	Brazil	Proserv Operations LLC
"CAC" & Design	2543748	U.S.	Proserv Group Inc.
"CAC" instruments	2528865	U.S.	Proserv Group Inc.