

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299294

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank National Association, in its capacity as collateral agent		03/26/2014	bank:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hercules Offshore, Inc.		
<b>Street Address:</b>	9 Greenway Plaza, Suite 2200		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77046		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3192480	H HERCULES OFFSHORE	
<b>Registration Number:</b>	3176662	HERCULES LIFTBOAT	
<b>Registration Number:</b>	3192479	HERCULES OFFSHORE	
<b>Registration Number:</b>	3439974	HERCULES DRILLING	
<b>Registration Number:</b>	4224985	HERCULES LIFTBOATS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	214-661-49		
<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>	214-953-6924		
<b>Email:</b>	lynn.little@bakerbotts.com		
<b>Correspondent Name:</b>	Lynn A. Little		
<b>Address Line 1:</b>	2001 Ross Avenue		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	076227.0139		
<b>NAME OF SUBMITTER:</b>	Lynn A. Little		
<b>SIGNATURE:</b>	/Lynn A. Little/		
<b>DATE SIGNED:</b>	03/26/2014		

OP \$140.00 3192480

**Total Attachments: 3**

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of March 26, 2014, is made by U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent (the “**Assignor**”), in favor of HERCULES OFFSHORE, INC. (the “**Assignee**”).

**WHEREAS**, the Assignee and the Assignor are parties to that certain Trademark Security Agreement, dated as of April 3, 2012 (the “**Trademark Security Agreement**”);

**WHEREAS**, pursuant to the Trademark Security Agreement, the Assignee pledged and granted to the Assignor for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Pledged Collateral of the Assignee (collectively, the “**Trademark Collateral**”): (i) Trademarks of the Assignee listed on Schedule I attached hereto; (ii) all Goodwill associated with such Trademarks; and (iii) all Proceeds of any and all of the foregoing (other than Excluded Property);

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 6, 2012 at Reel/Frame No. 4746/0657; and

**WHEREAS**, the Assignee desires that the Assignor terminate and release its lien on and security interest in and to all right, title and interest in, to and under all of the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

**SECTION 2. Termination and Release.** The Assignor hereby terminates, releases and discharges fully its lien on and security interest in and to all right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed on Schedule I attached hereto, and reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in the Trademark Collateral.

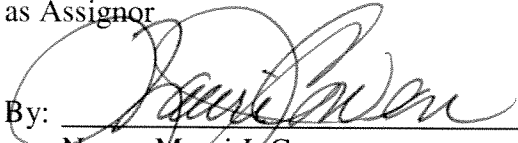
**SECTION 3. Recordation.** The Assignor hereby authorizes the Assignee, or the Assignee’s authorized representative, to record this Release with the United States Patent and Trademark Office.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

U.S. BANK NATIONAL ASSOCIATION,  
as Assignor

By: \_\_\_\_\_

  
Name: Mauri J. Cowen

Title: Vice President

**SCHEDULE I**  
**to**  
**RELEASE OF SECURITY INTEREST IN TRADEMARKS**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Hercules Offshore, Inc.	3,192,480	"HERCULES OFFSHORE" (with logo) service mark
Hercules Offshore, Inc.	3,176,662	"HERCULES LIFTBOAT" service mark
Hercules Offshore, Inc.	3,192,479	"HERCULES OFFSHORE" (no logo) service mark
Hercules Offshore, Inc.	3,439,974	"HERCULES DRILLING" service mark
Hercules Offshore, Inc.	4,224,985	"HERCULES LIFTBOATS" service mark

**Trademark Applications:**

None.