

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314519

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement Supplement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mako Deepwater Inc.		08/13/2014	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Corporate Trustee Company (UK) Limited		
<b>Street Address:</b>	8 Canada Square, Level 27		
<b>City:</b>	London E14 5HQ		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4164658	SEANIC	
<b>Registration Number:</b>	3938444	SEANIC	
<b>Registration Number:</b>	3911726	SEANIC	
<b>Registration Number:</b>	3938443	SEANIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132212185		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	713-221-3306		
<b>Email:</b>	maribel.torres@bgllp.com, docketing@bgllp.com, shujun.tian@bgllp.com, albert.kimball@bgllp.com		
<b>Correspondent Name:</b>	Albert B. Kimball, Jr.		
<b>Address Line 1:</b>	P.O. Box 61389		
<b>Address Line 4:</b>	Houston, TEXAS 77208-1389		
<b>ATTORNEY DOCKET NUMBER:</b>	035810.000003		
<b>NAME OF SUBMITTER:</b>	Albert B. Kimball, Jr.		
<b>SIGNATURE:</b>	/Albert B. Kimball, Jr./		
<b>DATE SIGNED:</b>	08/19/2014		
<b>Total Attachments: 3</b>			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Mako Deepwater Inc., a Texas corporation (the "Debtor"), having an address at 8860 Fallbrook Drive; Houston, TX 77064, (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").

The Debtor has entered into a Security Agreement, dated as of August 13, 2014 (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.


Therefore, the Debtor does hereby further confirm, 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, Level 27, London E14 5HQ, United Kingdom, Attention: CTLA Trustee Administration.

The Debtor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of the date first above written.

**MAKO DEEPWATER, INC.**

By:   
Name: Andrew J. Guinn  
Title: Vice President of Operations

[Signature Page to Trademark Supplement]

**TRADEMARK**  
**REEL: 005347 FRAME: 0741**

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

**TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Application or Registration Date</u></b>	<b><u>Application Serial No. or Registration No.</u></b>
85470792	June 26, 2012	4164658
77726318	March 29, 2011	3938444
77726312	January 25, 2011	3911726
77726301	March 29, 2011	3938443