

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPECTRUM SALES & SERVICE, LLC		06/16/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	OCEANEERING INTERNATIONAL, INC.		
Street Address:	11911 FM 529		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77041		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4345459	MAGNA SUBSEA INSPECTION SYSTEM	
Registration Number:	4345983	MAGNA SCAN	
Registration Number:	4600847	SEA TURTLE	
CORRESPONDENCE DATA			
Fax Number:	n/a		
<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>			
Phone:	732-867-9670		
Email:	sgoldsmith@mccarter.com		
Correspondent Name:	Susan Okin Goldsmith		
Address Line 1:	Two Tower Center Boulevard, 24th Floor		
Address Line 2:	MCCARTER & ENGLISH LLP		
Address Line 4:	East Brunswick, NEW JERSEY 08816		
ATTORNEY DOCKET NUMBER:	401504-90949,90950,90951		
NAME OF SUBMITTER:	Susan Okin Goldsmith		
SIGNATURE:	/Susan Goldsmith/		
DATE SIGNED:	02/19/2015		
Total Attachments: 4			
source=Spectrum IP Assignment Agreement#page1.tif			

CH \$90.00 4345459

source=Spectrum IP Assignment Agreement#page2.tif
source=Spectrum IP Assignment Agreement#page3.tif
source=Spectrum IP Assignment Agreement#page4.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement dated as of the Closing Date (this "Assignment Agreement"), is entered into by and among Spectrum Sales & Service, LLC, a Texas limited liability company (the "Company"), Mark A. Adams and Deborah J. Adams, a married couple (together, the "Member," and collectively with the Company, the "Sellers"), and Oceaneering International, Inc., a Delaware corporation (the "Purchaser"). Capitalized terms used herein but not otherwise defined have the meanings set forth in that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among the parties hereto.

PRELIMINARY STATEMENTS

A. Pursuant to the terms and provisions of the Purchaser Agreement, the Sellers desire to assign and transfer to Purchaser all of their Intellectual Property rights and have agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase and assume from the Sellers, all of the Purchased Intellectual Property as listed in Schedule A to this Agreement.

B. The execution and delivery by the parties of this Assignment Agreement is a closing condition of the Purchase Agreement.

AGREEMENT

In consideration of the preliminary statements above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. The Sellers hereby assign, sell, transfer, grant, convey and set over to the Purchaser, and the Purchaser hereby accepts and assumes, all right, title, benefit, privilege and interest in and to (i) the Purchased Intellectual Property, including the goodwill associated therewith; (ii) all income, royalties, damages and payments now or hereafter due or payable relating to the Purchased Intellectual Property; and (iii) assert any cause of action or claim for infringement of the Purchased Intellectual Property, together with the right to collect on the same.

2. Sellers acknowledge and agree that their written assignment to Purchaser of all of the rights and interests in the Purchased Intellectual Property pursuant to this Agreement is unconditional and irrevocable.

3. This Assignment Agreement is made strictly upon the terms and subject to the conditions set forth in the Purchase Agreement and without any warranties other than as set forth therein. Each party hereto acknowledges and agrees that the terms, conditions, representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. This Assignment Agreement is not intended to modify, and shall not modify, any of the terms and conditions of the Purchase Agreement; specifically, all communications hereunder will be made in accordance therewith, and the governing law, jurisdiction and venue provisions provided therein shall apply herein. In the event of any conflict or other inconsistency between the Purchase Agreement and this Assignment Agreement, the terms of the Purchase Agreement will control.

4. Upon the request of any party hereto, each other party will execute and deliver any other instruments of transfer and assignment and take any other actions as the requesting party may reasonably

require to more effectively consummate and/or carry out the intent of this Assignment Agreement and the Purchase Agreement, including all actions reasonably requested by the Purchaser to confirm the Purchaser's ownership of all of the Sellers' right, title and interests in and to the Purchased Intellectual Property.

5. This Assignment Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of each and every party hereto.

6. Neither this Assignment Agreement nor any rights or obligations hereunder may be assigned by any party hereto without the prior written consent of each other party hereto, which consent may not be unreasonably withheld; provided, that notwithstanding the foregoing, no consent of the Company or the Member shall be required with respect to any assignment by the Purchaser to any Affiliate of the Purchaser. Any attempted or purported assignment by any party to this Assignment Agreement in violation of this Section 7 shall be null and void.

7. This Assignment Agreement is made strictly upon the terms and subject to the conditions set forth in the Purchase Agreement. Notwithstanding any other provision of this Assignment Agreement, nothing contained herein will in any way supersede, amend, waive or affect any provision of the Purchase Agreement.

8. Any term or provision of this Assignment Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Assignment Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

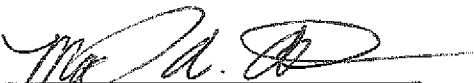
9. This Assignment Agreement may be executed in two or more counterparts, and by the parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment Agreement by facsimile or electronic delivery in .pdf format shall be as effective as delivery of a manually executed counterpart of this Assignment Agreement and shall be sufficient to bind the parties hereto to the terms and conditions of this Assignment Agreement.

(Remainder of page intentionally left blank; signature page follows)


IN WITNESS WHEREOF, the parties below have duly caused this Intellectual Property Assignment Agreement to be executed as of the date first above written.

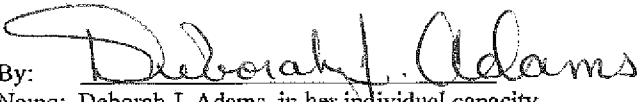
THE COMPANY:

SPECTRUM SALES & SERVICE, LLC
a Texas limited liability company

By: 
Name: Mark A. Adams
Title: President

THE MEMBER:

By: 
Name: Mark A. Adams, in his individual capacity

By: 
Name: Deborah J. Adams, in her individual capacity

THE PURCHASER:

OCEANEERING INTERNATIONAL, INC.
a Delaware corporation

By: 
Name: Marvin J. Higura
Title: Executive Vice President

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

1. Patents

Country	Application No.	Filing Date	Title	Publication No.	Status
PCT	PCT/US2013/047084	0/6/21/2013	System and Method for Subsea Inspection	WO2013192536	Pending
US	61/662,789	0/6/21/2012	System and Method for Subsea Inspection	None	Completed

2. Trademarks

Mark	Juris	App. Date.	App. No.	Reg. Date	Reg No.
MAGNA SUBSEA INSPECTION SYSTEM	US	05/04/2012	85617327	06/21/2013	4345459
MAGNA SCAN	US	09/13/2012	85727883	06/04/2013	4,345,983

3. Trademark Applications and Other Unregistered Marks

Mark	Juris	App. Date.	App. No.	Reg. Date	Reg No.
SEA TURTLE	US	01/30/2014	86179722	TBD	TBD
SPECTRUM SALES & SERVICES	TBD	TBD	TBD	TBD	TBD

4. Domains

Domain	Expiration Date
SPECTRUM-NA.COM	6/21/2014

5. Copyrights

Work	Registration No.	Registration Date
Text, photos, and other content displayed at spectrum-na.com	6/21/2014	2005