

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345886

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HERCULES OFFSHORE, INC. | | 06/22/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | DEUTSCHE BANK AG NEW YORK BRANCH | | |
| Street Address: | 60 Wall Street | | |
| Internal Address: | 2nd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3192480 | H HERCULES OFFSHORE | |
| Registration Number: | 3176662 | HERCULES LIFTBOAT | |
| Registration Number: | 3192479 | HERCULES OFFSHORE | |
| Registration Number: | 3439974 | HERCULES DRILLING | |
| Registration Number: | 4224985 | HERCULES LIFTBOATS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5123228330 | | |
| <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: | 512.322.2601 | | |
| Email: | tracy.perez@bakerbotts.com | | |
| Correspondent Name: | Baker Botts L.L.P. | | |
| Address Line 1: | 98 San Jacinto Blvd. | | |
| Address Line 2: | Suite 1500 | | |
| Address Line 4: | Austin, TEXAS 78701 | | |
| ATTORNEY DOCKET NUMBER: | 076227.0139 | | |
| NAME OF SUBMITTER: | Tracy E. Perez | | |
| SIGNATURE: | /Tracy E. Perez/ | | |

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| DATE SIGNED: | 06/25/2015 |
| Total Attachments: 3 source=Hercules - Trademark Security Release#page1.tif source=Hercules - Trademark Security Release#page2.tif source=Hercules - Trademark Security Release#page3.tif | |

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”) is made as of this 22nd day of June, 2015, by DEUTSCHE BANK AG NEW YORK BRANCH, with an office at 60 Wall Street, 2nd Floor, New York, New York 10005 (the “Collateral Agent”), in favor of HERCULES OFFSHORE, INC., a Delaware corporation with an office at 9 Greenway Plaza, Suite 2200, Houston, Texas 77046 (the “Pledgor”).

WHEREAS, the Collateral Agent, the Pledgor and other parties party thereto entered into that certain Security Agreement, dated as of April 3, 2012 in favor of the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Pledgor and the Collateral Agent executed that certain Trademark Security Agreement, dated as of April 3, 2012 in favor of the Collateral Agent, which was recorded with the United States Patent and Trademark Office on April 9, 2012 at reel number 4752 and frame number 0954; and

WHEREAS, the Collateral Agent desires to terminate and release the entirety of its security interest in the Trademark Collateral (as defined below).


FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Collateral Agent and the Pledgor hereby agree as follows:

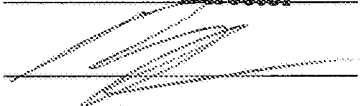
1. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
2. The Collateral Agent does hereby terminate, release and discharge the entirety of any and all security interests in and to all of its right, title and interest in, to and under all of the following Pledged Collateral of the Pledgor (the “Trademark Collateral”):
 - (a) Trademarks of the Pledgor listed on Schedule 1 attached hereto;
 - (b) all Goodwill associated with such Trademarks; and
 - (c) all Proceeds of any and all of the foregoing.
3. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of an original counterpart of this Release.
4. This Release and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has executed this release as of the date set out above.

DEUTSCHE BANK AG NEW YORK
BRANCH, as Collateral Agent

By: 
Name: **Kelvin Ji**
Title: **Director**

By: 
Name: **Keith C. Braun**
Title: **Managing Director**

SCHEDULE 1

UNITED STATES TRADEMARKS:

Registrations:

| <u>OWNER</u> | <u>REGISTRATION NUMBER</u> | <u>TRADEMARK</u> |
|-------------------------|--------------------------------|-------------------------------------------------|
| 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 |