

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361558

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HERCULES OFFSHORE, INC.		11/06/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JEFFERIES FINANCE LLC		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3192480	H HERCULES OFFSHORE	
<b>Registration Number:</b>	4224985	HERCULES LIFTBOATS	
<b>Registration Number:</b>	3192479	HERCULES OFFSHORE	
<b>Registration Number:</b>	3439974	HERCULES DRILLING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128721002		
<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>	212.872.8049		
<b>Email:</b>	jim@akingump.com, kkoehler@akingump.com		
<b>Correspondent Name:</b>	Jaisohn Im		
<b>Address Line 1:</b>	One Bryant Park		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	695387.0001		
<b>NAME OF SUBMITTER:</b>	Kwan Koehler		
<b>SIGNATURE:</b>	/Kwan Koehler/		
<b>DATE SIGNED:</b>	11/06/2015		
<b>Total Attachments: 5</b>			
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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of November 6, 2015, by HERCULES OFFSHORE, INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JEFFERIES FINANCE LLC, in its capacity as collateral agent pursuant to the Credit Agreement described in the Security Agreement described below (in such capacity, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated as of November 6, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent 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 the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full in cash of the Secured Obligations (other than contingent indemnification obligations for which no claim has been asserted) and termination of the Security Agreement, the Collateral Agent shall, at the expense of the Pledgors, execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form

releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

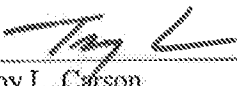
[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HERCULES OFFSHORE, INC.

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

  
Name: Troy L. Carson

Title: Senior Vice President and Chief  
Financial Officer

Accepted and Agreed:  
JEFFERIES FINANCE LLC,  
as Collateral Agent

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

Name:  
Title

[Signature Page to Trademark Security Agreement]

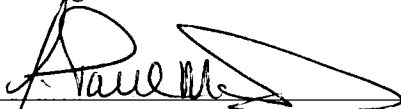
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HERCULES OFFSHORE, INC.

By: \_\_\_\_\_  
Name: Troy L. Carson  
Title: Senior Vice President and Chief  
Financial Officer

Accepted and Agreed:  
JEFFERIES FINANCE LLC,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: J. Paul McDonnell  
Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005663 FRAME: 0637**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**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.	4,224,985	“HERCULES LIFTBOATS” service mark
Hercules Offshore, Inc.	3,192,479	“HERCULES OFFSHORE” (no logo) service mark
Hercules Offshore, Inc.	3,439,974	“HERCULES DRILLING” service mark