

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407445

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jefferies Finance LLC		12/02/2016	Limited Liability Company:
<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: 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>			
<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>Email:</b>	ssexton@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	24083.233001		
<b>NAME OF SUBMITTER:</b>	Sally Sexton		
<b>SIGNATURE:</b>	/sallysexton/		
<b>DATE SIGNED:</b>	12/02/2016		
<b>Total Attachments: 3</b>			
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source=Hercules - Release of Trademark Security Interest (Executed)#page2.tif			

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**RELEASE OF TRADEMARK SECURITY INTEREST**

This **RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of December 2, 2016, is made by Jefferies Finance LLC, as collateral agent ("Grantee"), in favor of Hercules Offshore, Inc., a Delaware corporation ("Grantor"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Trademark Security Agreement (as defined below).

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of November 6, 2015 and recorded with the United States Patent and Trademark Office on November 6, 2015 at Reel 5663 Frame 0632 (the "Trademark Security Agreement"), made by the Grantor in favor of the Grantee, the Grantor granted to the Grantee a lien on and security interest in all of the Grantor's right, title and interest in, to and under all of the: (i) Trademarks listed on Schedule A hereto; (ii) all Goodwill associated with such Trademarks; and (iii) all Proceeds of any and all of the foregoing (other than Excluded Property) (clauses (i)-(iii), collectively, the "Trademark Collateral"); and

**WHEREAS**, the Grantee desires to release any and all liens on and security interests in the Grantor's right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed on Schedule A hereto, granted pursuant to the Trademark Security Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby releases, without any representation, recourse or undertaking by the Grantee, any and all liens on and security interests in the Grantor's right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed on Schedule A hereto, granted pursuant to the Trademark Security Agreement and hereby terminates the Trademark Security Agreement.

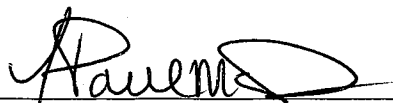
Grantee, to the extent granted in the Trademark Security Agreement, hereby assigns, grants and otherwise re-conveys to Grantor, without any representation, recourse or undertaking by Grantee, any and all of its right, title and interest in and to the Trademark Collateral.

Upon the request of Grantor, Grantee further agrees to execute all documents necessary to demonstrate and confirm the parties' intent under this Release of Trademark Security Interest at the Grantor's sole expense.

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**IN WITNESS WHEREOF**, the Grantee has caused this Release of Trademark Security Interest to be executed by its duly authorized representative as of the date first above written.

**JEFFERIES FINANCE LLC**, as Grantee

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

**SCHEDULE A**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
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

Hercules - Release of Trademark Security Interest