

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended & Restated Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HELIX ENERGY SOLUTIONS GROUP, INC.		06/30/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, .N.A.		
Street Address:	335 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3353929	HELIX	
Registration Number:	3366968	HELIX	
Registration Number:	3607682	HELIX	
Registration Number:	3353931	HELIX	
Registration Number:	3500174	HELIX	
Registration Number:	3366972		
Registration Number:	3366973		
Registration Number:	3497165		
Registration Number:	3366974		
Registration Number:	3500180		
CORRESPONDENCE DATA			
Fax Number:	8004043970		
<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:	713 221 1199		
Email:	docketing@bracewell.com		
Correspondent Name:	BRACEWELL LLP		
Address Line 1:	711 LOUISIANA, SUITE 2300		
Address Line 4:	Houston, TEXAS 77002		

OP \$265.00 3353929

ATTORNEY DOCKET NUMBER:	060877.091142
NAME OF SUBMITTER:	Eleanor "Lucy" Tyson
SIGNATURE:	/Lucy Tyson - event/
DATE SIGNED:	06/30/2017
Total Attachments: 4 source=A&R Trademark Security Agreement Supplement (Helix)#page1.tif source=A&R Trademark Security Agreement Supplement (Helix)#page2.tif source=A&R Trademark Security Agreement Supplement (Helix)#page3.tif source=A&R Trademark Security Agreement Supplement (Helix)#page4.tif	

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
SUPPLEMENT**

June 30, 2017

Reference is made to the Credit Agreement dated as of June 19, 2013 (as heretofore amended or otherwise modified, the "Existing Credit Agreement"), among Helix Energy Solutions Group, Inc. (the "Debtor"), the financial institutions party thereto (the "Lenders"), and Bank of America, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the Lenders.

In connection with the Existing Credit Agreement, (a) Debtor previously executed and delivered the Security Agreement dated as of June 19, 2013, as supplemented by Supplement No. 1 dated as of April 7, 2014 (as so supplemented, the "Existing Security Agreement"), among the Debtor and the Administrative Agent and (b) the Debtor previously executed and delivered the Trademark Security Agreement Supplement dated as of June 19, 2013, and recorded with the US Patent and Trademark Office at Reel 5063, Frame 0661, on July 3, 2013 (as heretofore amended or otherwise modified, the "Existing Trademark Security Agreement Supplement") in favor of the Administrative Agent, whereby the Debtor granted a security interest in all right, title and interest of the Debtor in and to the Trademarks (as defined below) to secure the payment of the Debtor's obligations under the Existing Credit Agreement.

The Debtor, the Administrative Agent and certain other financial institutions are entering into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), in order to amend and restate the Existing Credit Agreement in its entirety.

It is a condition precedent to the effectiveness of the Credit Agreement and the making of credit extensions thereunder that the Debtor shall have entered into this Amended and Restated Trademark Security Agreement Supplement (the "Trademark Security Agreement Supplement"), which shall amend and restate the Existing Trademark Security Agreement Supplement as further provided herein, in order to secure the payment of the Debtor's obligations under the Credit Agreement.

WHEREAS, the Debtor, having an address at 3505 W. Sam Houston Parkway N., Suite 400, Houston, Texas 77043, (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").

WHEREAS, in connection with the Credit Agreement, the Debtor, and certain other subsidiaries of the Debtor have entered into an Amended and Restated Security Agreement (as amended, amended and restated, supplemented, extended, or otherwise modified from time to

time, the “Security Agreement”) in favor of the Administrative Agent, pursuant to which the Debtor has granted to the Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), 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 Debtor, and all reissues, extensions or renewals thereof, all right, title and interest of the Debtor in and to all Trademark Licenses (as defined in the Security Agreement) and all proceeds thereof (but in each case, excluding on any Excluded Property), including, without limitation, any claims by the Debtor against third parties for infringement thereof, (the “Collateral”), to secure the payment of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment of the Secured Obligations.

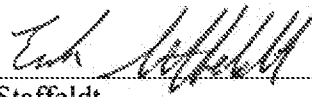
The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent’s address is 222 Broadway, 14th Floor, NY 3-222-14-03, New York, New York 10038.

The Debtor hereby (a) ratifies and affirms its obligations under the Existing Trademark Security Agreement Supplement, as amended and restated herein, (b) agrees that all of the liens and security interests created by and existing under the Existing Trademark Security Agreement Supplement shall continue to be valid and subsisting liens and security interests securing the Secured Obligations, (c) agrees that the Existing Trademark Security Agreement Supplement and the liens and security interests created thereunder shall remain in full force and effect, as amended and restated herein, (d) agrees that all rights, titles, interests, liens and security interests existing under the Existing Trademark Security Agreement Supplement are renewed, extended, carried forward and conveyed hereby to secure all of the Secured Obligations and (e) agrees that the liens and security interests of the Administrative Agent for the benefit of the Secured Parties in the Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such liens and security interests to the Administrative Agent for the ratable benefit of the Secured Parties, whether under this Trademark Security Agreement Supplement or the Existing Trademark Security Agreement Supplement.

IN WITNESS WHEREOF, Helix Energy Solutions Group, Inc. has duly executed or caused this Amended and Restated Supplement to the Security Agreement to be duly executed as of the first date set forth above.

HELIX ENERGY SOLUTIONS GROUP, INC.

By: 
Erik Staffeldt
Senior Vice President and Chief Financial
Officer

SCHEDULE 1-A

TO THE AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Country	App/Reg. No.	Filing/ Reg. Date	Mark	Owner
U.S.	78/824,276 3,353,929	2/27/2006 12/11/2007	Helix	Helix Energy Solutions Group, Inc.
U.S.	78/824,368 3,366,968	2/27/2006 1/8/2008	Helix	Helix Energy Solutions Group, Inc.
U.S.	78/824,386 3,607,682	2/27/2006 4/14/2009	Helix	Helix Energy Solutions Group, Inc.
U.S.	78/824,397 3,353,931	2/27/2006 12/11/2007	Helix	Helix Energy Solutions Group, Inc.
U.S.	78/824,415 3,500,174	2/27/2006 9/9/2008	Helix	Helix Energy Solutions Group, Inc.
U.S.	78/828,826 3,366,972	3/3/2006 1/8/2008	Helix Design	Helix Energy Solutions Group, Inc.
U.S.	78/828,871 3,366,973	3/3/2006 1/8/2008	Helix Design	Helix Energy Solutions Group, Inc.
U.S.	78/828,884 3,497,165	3/3/2006 9/2/2008	Helix Design	Helix Energy Solutions Group, Inc.
U.S.	78/828,900 3,366,974	3/3/2006 1/8/2008	Helix Design	Helix Energy Solutions Group, Inc.
U.S.	78/828,911 3,500,180	3/3/2006 9/9/2008	Helix Design	Helix Energy Solutions Group, Inc.