

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474181

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chicago Bridge & Iron Company		05/10/2018	Corporation: DELAWARE
Chicago Bridge & Iron Company		05/10/2018	Corporation: ILLINOIS
CB&I Group Inc.		05/10/2018	Corporation: LOUISIANA

RECEIVING PARTY DATA

Name:	Credit Agricole Corporate and Investment Bank
Street Address:	1301 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: FRANCE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3190387	CB&I
Registration Number:	3175792	CB&I
Registration Number:	3033460	CB&I
Registration Number:	3401859	CBI
Registration Number:	1913781	CBI
Registration Number:	0191132	HORTONSPHERE
Registration Number:	3147633	CLARICONE
Registration Number:	2574998	H2DROGEN
Registration Number:	0508736	HORTONSPHEROID
Registration Number:	3116316	HYDROPILLAR
Registration Number:	2451848	HYFORMING
Registration Number:	2579920	PC WATERSPHEROID
Registration Number:	2632260	SOCOOL
Registration Number:	3004843	SONO3SENSOR
Registration Number:	1304895	SONOZAIRE
Registration Number:	1803056	STRATA-THERM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0642741	WATERSPHERE
Registration Number:	1115516	WATERSPHEROID
Registration Number:	0761523	WEATHERMASTER
Registration Number:	2685606	SHAW

CORRESPONDENCE DATA

Fax Number: 2125086101

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.

Phone: (713) 221-3306

Email: docketing@bracewell.com

Correspondent Name: Constance Gall Rhebergen

Address Line 1: P.O. Box 61389

Address Line 4: Houston, TEXAS 77208

NAME OF SUBMITTER:	Luke Smith
SIGNATURE:	/Luke Smith/
DATE SIGNED:	05/16/2018

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated as of May 10, 2018 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”) is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Crédit Agricole Corporate and Investment Bank (“CA CIB”), as collateral agent (in such capacity and together with its successors in such capacity, the “Collateral Agent”) for the Credit Agreement Secured Parties and the other holders from time to time of other Parity Secured Obligations (the “Secured Parties”).

WHEREAS, McDermott Technology (Americas), Inc., a Delaware corporation, McDermott Technology (US), Inc., a Delaware corporation, and McDermott Technology, B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands (each a “Borrower” and collectively the “Borrowers”) have entered into the Credit Agreement dated as of May 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Borrowers, McDermott International, Inc., a Panamanian corporation (the “Parent”), the Lenders, the Issuers, CA CIB, as administrative agent for the Revolving Facility and the LC Facility and Barclays Bank PLC, as administrative agent for the Term Facility;

WHEREAS, in connection with the Credit Agreement and the other Secured Debt Documents, certain Secured Parties have entered into that certain Collateral Agency and Intercreditor Agreement dated as of May 10, 2018, (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Collateral Agency and Intercreditor Agreement”), among the Revolving and LC Administrative Agent, the Collateral Agent, the Term Loan Administrative Agent, Lloyds Bank plc, as a Secured Debt Representative (as defined therein), and the other Secured Parties from time to time party thereto, and acknowledged and agreed by the Borrowers, the Parent and the other Grantors party thereto from time to time, pursuant to which the Secured Parties appointed the Collateral Agent as their agent, for the ratable benefit of all the Secured Parties, in connection with, among other things, this Agreement. Unless otherwise defined herein, terms defined in the Collateral Agency and Intercreditor Agreement and used herein have the meanings given to them in the Collateral Agency and Intercreditor Agreement and, unless otherwise defined herein or in the Collateral Agency and Intercreditor Agreement, terms defined in the Credit Agreement and used herein have the meanings given to them in the Credit Agreement; and

WHEREAS, in connection with (i) the Credit Agreement and (ii) the other Secured Debt, the Parent, the Borrowers and certain of the Parent’s Subsidiaries have entered into the Pledge and Security Agreement, dated as of May 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), in favor of the Collateral Agent for the benefit of the Secured Parties.

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties in accordance with the Collateral Agency and Intercreditor Agreement, a security interest in such Grantor’s right, title and interest in and to the

following property, in each case, wherever located and whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule 4.9 to the Pledge and Security Agreement (as such schedule may be amended or supplemented from time to time), (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business symbolized by the foregoing, (iv) other source or business identifiers, designs and general intangibles of a like nature and (v) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademarks"), including all Trademarks listed on Schedule I hereto under the heading "Trademarks";

(b) (i) all United States patents, patents issued by any other country, union of countries or any political subdivision of any of the foregoing, and all reissues and extensions thereof, including any of the foregoing listed in Schedule 4.9 to the Pledge and Security Agreement (as such schedule may be amended or supplemented from time to time), (ii) all patent applications pending in the United States or any other country or union of countries or any political subdivision of any of the foregoing and all divisions, continuations and continuations-in-part thereof, including any of the foregoing listed in Schedule 4.9 to the Pledge and Security Agreement (as such schedule may be amended or supplemented from time to time), (iii) all rights to, and to obtain, any reissues or extensions of the foregoing and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Patents"), including all Patents listed on Schedule I hereto under the heading "Patents";

(c) (i) all copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether published or unpublished (including those listed in Schedule 4.9 to the Pledge and Security Agreement (as such schedule may be amended or supplemented from time to time)), all registrations and recordings thereof, and all applications in connection therewith and rights corresponding thereto throughout the world, including all registrations, recordings and applications in the United States Copyright Office, and all mask works (as defined in 17 USC 901), (ii) the right to, and to obtain, all extensions and renewals thereof, and the right to sue for past, present and future infringements of any of the foregoing, (iii) all proceeds of the foregoing, including license, royalties, income, payments, claims, damages, and proceeds of suit and (iv) all other rights of any kind whatsoever accruing

thereunder or pertaining thereto (“Copyrights”), including all Copyrights listed on Schedule I hereto under the heading “Copyrights”; and

(d) All proceeds (as such term is defined in Section 9-102(a)(64) of the UCC as from time to time in effect in the State of New York), goodwill, products, accessions, rents and profits of any and all of the foregoing and all collateral security, Supporting Obligations and guarantees given by any Person with respect to any of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart hereof.

SECTION 4. Governing Law. **THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.**

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement, the Credit Agreement, the other Secured Debt Documents and the Collateral Agency and Intercreditor Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, the Credit Agreement, the other Secured Debt Documents and the Collateral Agency and Intercreditor Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement, the Credit Agreement, the other Secured Debt Documents or the Collateral Agency and Intercreditor Agreement, the provisions of with the Pledge and Security Agreement, the Credit Agreement, the other Secured Debt Documents or the Collateral Agency and Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

CHICAGO BRIDGE & IRON COMPANY

By: 

Name: Joseph Christaldi

Title: Assistant Treasurer

[Signature Page -- Intellectual Property Security Agreement]

TRADEMARK
REEL: 006368 FRAME: 0550

CHICAGO BRIDGE & IRON COMPANY

By: 
Name: Joseph Christaldi
Title: Treasurer

[Signature Page – Intellectual Property Security Agreement]

CB&I GROUP INC.

By: 
Name: Joseph Christaldi
Title: Assistant Treasurer

[Signature Page - Intellectual Property Security Agreement]

COPYRIGHTS

(See Attached.)

1. Visual Materials

Copyright #: VA0001707212

Date: 2009/07/15

Title: CB&I Safety Playing Cards

Owner: Chicago Bridge & Iron Company

2. Text

Copyright #: TXu-1-978-273

Date: 2012/09/15

Title: Sulfur Recover Unit

Owner: Chicago Bridge & Iron Company

PATENTS

(See Attached.)

Patents (Non-Technology)

CaseNumber	Country	ApplicationStatus	CaseType	Owner	AppTitle	AppNumber	FileDate	PatNumber	IssDate
1994CBI020	US	Granted	CON	Chicago Bridge & Iron Company	METHOD FOR BACKWASHING FILTERS IN A WATER TREATMENT PLANT WITH CLARIFIER AND PERIPHERAL CELLS	08/959716	28-Oct-1997	5804062	08-Sep-1998
1996CBI014	US	Granted	ORD	Chicago Bridge & Iron Company	APPARATUS FOR DISCHARGING FLUID ADDITIVES INTO A WATER TREATMENT VESSEL	08/628787	05-Apr-1996	5716519	10-Feb-1998
1997CBP018	US	Granted	ORD	Chicago Bridge & Iron Company	METHOD AND APPARATUS FOR REMOVING A HIGH PRESSURE IN-TANK PUMP USING A LOW PRESSURE TUBE	08/821359	20-Mar-1997	5865605	02-Feb-1999
1998CBI024	US	Granted	ORD	Chicago Bridge & Iron Company	METHOD FOR INSTALLING A SUSPENDED CEILING IN A STORAGE TANK	09/012633	23-Jan-1998	5899039	04-May-1999
1998CBI025	US	Granted	ORD	Chicago Bridge & Iron Company	UPFLOW WATER CLARIFIER WITH CENTRAL PIER	09/037694	10-Mar-1998	6171498	09-Jan-2001
1998CBI028	US	Granted	ORD	Chicago Bridge & Iron Company	SCAFFOLDLESS TANK ERECTION METHOD	09/109628	02-Jul-1998	6282863	04-Sep-2001
1998CBI029	US	Granted	ORD	Chicago Bridge & Iron Company	LIQUID CLARIFICATION TANK	09/165939	02-Oct-1998	6092671	25-Jul-2000
2000CBI016	US	Granted	ORD	Chicago Bridge & Iron Company	METHOD AND APPARATUS FOR ENHANCING POWER OUTPUT EFFICIENCY OF COMBUSTION TURBINES	09/591250	09-Jun-2000	6408609	25-Jun-2002
2000CBI018	US	Granted	ORD	Chicago Bridge & Iron Company	ELEVATED STORAGE TANK	09/520870	08-Mar-2000	6318034	20-Nov-2001
2000CBI019	US	Granted	ORD	Chicago Bridge & Iron Company	SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	09/630059	01-Aug-2000	6354488	12-Mar-2002
2000CBP020	US	Granted	ORD	Chicago Bridge & Iron Company	SYSTEM AND APPARATUS FOR CONDENSING BOIL OFF VAPOR FROM A LIQUIFIED NATURAL GAS CONTAINER	09/603160	23-Jun-2000	6470706	29-Oct-2002
2000CBI021	US	Granted	DIV	Chicago Bridge & Iron Company	ULTRASONIC AUSTENITIC WELD SEAM INSPECTION METHOD AND APPARATUS	10/102002	20-Mar-2002	6497150	24-Dec-2002
2002CBI017	US	Granted	CIP	Chicago Bridge & Iron Company	SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	10/889404	12-Jul-2004	7748555	06-Jul-2010
2002CBI017	US	Granted	ORD	Chicago Bridge & Iron Company	SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	10/320093	16-Dec-2002	7044322	16-May-2006
2002CBI018	US	Granted	ORD	Chicago Bridge & Iron Company	CLARICONE SLUDGE LEVEL CONTROL SYSTEM	10/212887	06-Aug-2002	6814874	09-Nov-2004
2003CBI022	US	Granted	ORD	Chicago Bridge & Iron Company	ANAEROBIC SLUDGE DIGESTER	10/682050	09-Oct-2003	7172698	06-Feb-2007
2003CBI023	US	Granted	ORD	Chicago Bridge & Iron Company	USE OF PRECAST PANELS FOR CONSTRUCTION OF CONCRETE WALLS AND SHELLS	10/339098	09-Jan-2003	7162844	16-Jan-2007
2005CBI015	US	Granted	ORD	Chicago Bridge & Iron Company	OIL DISTILLATION VACUUM COLUMN WITH THICKENED PLATE IN THE VAPOR HORN SECTION	11/190636	27-Jul-2005	7588664	15-Sep-2009
2006CBI022	US	Granted	ORD	Chicago Bridge & Iron Company	STORAGE TANK WITH SELF DRAINING FULL CONTACT FLOATING ROOF	11/439471	23-May-2006	8061552	22-Nov-2011
2006CBI023	US	Granted	ORD	Chicago Bridge & Iron Company	STRUCTURE FOR EXTREME THERMAL CYCLING	11/376802	16-Mar-2006	7666279	23-Feb-2010
2006CBP026	US	Granted	PCT	Chicago Bridge & Iron Company	BOIL OFF GAS CONDENSING ASSEMBLY FOR USE WITH LIQUID STORAGE TANKS	11/502947	11-Aug-2006	7493778	24-Feb-2009
2007CBI022	US	Granted	ORD	Chicago Bridge & Iron Company	STORAGE TANK FOR CRYOGENIC LIQUIDS	11/758398	05-Jun-2007	8603375	10-Dec-2013
2007CBI022	US	Granted	DIV	Chicago Bridge & Iron Company	METHOD OF CONSTRUCTING A STORAGE TANK FOR CRYOGENIC LIQUIDS	14/100577	05-Jun-2007	9726326	08-Aug-2017
2007CBI024	US	Granted	CON	Chicago Bridge & Iron Company	RESERVOIR MIXING SYSTEM	12/788072	26-May-2010	8157432	17-Apr-2012
2007CBI024	US	Granted	ORD	Chicago Bridge & Iron Company	RESERVOIR MIXING SYSTEM	11/711401	27-Feb-2007	7748891	06-Jul-2010
2008CBI024	US	Granted	DIV	Chicago Bridge & Iron Company	METHOD OF BUILDING ELEVATED WATER STORAGE TANKS	13/568566	07-Aug-2012	8820009	02-Sep-2014
2008CBI024	US	Granted	ORD	Chicago Bridge & Iron Company	METHOD OF BUILDING ELEVATED WATER STORAGE TANKS	12/112574	30-Apr-2008	8261510	11-Sep-2012
2008CBI025	US	Granted	DIV	Chicago Bridge & Iron Company	METHOD AND APPARATUS FOR INSULATING A COMPONENT OF A LOW TEMPERATURE OR CRYOGENIC TANK	13/547739	12-Jul-2012	8545132	01-Oct-2013
2008CBI025	US	Granted	ORD	Chicago Bridge & Iron Company	METHOD AND APPARATUS FOR INSULATING A COMPONENT OF A LOW TEMPERATURE OR CRYOGENIC TANK	12/186039	05-Aug-2008	8240344	14-Aug-2012
2012CBI025	US	Granted	ORD	Chicago Bridge & Iron Company	SELF-JACKING SCAFFOLD FOR LARGE CYLINDRICAL TANKS	14/090901	26-Nov-2013	9217255	22-Dec-2015
2012CBI025	US	Granted	DIV	Chicago Bridge & Iron Company	SELF-JACKING SCAFFOLD FOR LARGE CYLINDRICAL TANKS	14/939199	12-Nov-2015	9556626	31-Jan-2017
2012CBI025	US	Pending	PRO	Chicago Bridge & Iron Company	SELF-JACKING SCAFFOLD FOR LARGE CYLINDRICAL TANKS	61/731953	30-Nov-2012		
2013CBI018	US	Published	ORD	Chicago Bridge & Iron Company	SELF-SHIELDING TANK	14/182953	18-Feb-2014		
2014CBI011	US	Granted	ORD	Chicago Bridge & Iron Company	CONNECTION FOR REFRIGERATED GAS STORAGE TANK	15/061289	04-Mar-2016	9835291	05-Dec-2017
2014CBI011	US	Pending	PRO	Chicago Bridge & Iron Company	CONNECTION FOR REFRIGERATED GAS STORAGE TANK	62/128743	05-Mar-2015		
2014CBI011	US	Published	DIV	Chicago Bridge & Iron Company	CONNECTION FOR REFRIGERATED GAS STORAGE TANK	15/800956	01-Nov-2017		
2016CBI009	US	Pending	PRI	Chicago Bridge & Iron Company	PROCESSES TO WELD ECCENTRIC PIPING COMPONENTS	15/667389	02-Aug-2017		
2017CBI014	US	Pending	PRO	Chicago Bridge & Iron Company	METHOD AND APPARATUS FOR ANAEROBIC SLUDGE DIGESTION MIXING AND HEAT EXCHANGE	62/653839	06-Apr-2018		

TRADEMARKS

(See Attached.)

Trademarks (Non-Technology)

Mark	Owner	Country	Filed	Appln	Reg Date	Status	Classes
CB&I	Chicago Bridge & Iron Company	UNITED STATES	01/08/2002	76/356,183	01/02/2007	REGISTERED	37
CB&I and Design	Chicago Bridge & Iron Company	UNITED STATES	10/29/2003	76/555,173	11/28/2006	REGISTERED	06,37,40,42
CB&I and Design (Color Blue)	Chicago Bridge & Iron Company	UNITED STATES	10/29/2003	76/555,172	12/27/2005	REGISTERED	06,37,42
CBI	Chicago Bridge & Iron Company	UNITED STATES	05/02/2006	78/874,099	03/25/2008	REGISTERED	37
CBI IN HEMISPHEROID Design	Chicago Bridge & Iron Company	UNITED STATES	06/15/1994	74/537,982	08/22/1995	REGISTERED	37
CLARICONE	Chicago Bridge & Iron Company	UNITED STATES	01/11/2005	78/545,297	09/26/2006	REGISTERED	11
H2DROGEN	Chicago Bridge & Iron Company	UNITED STATES	08/31/1999	75/789,251	06/04/2002	REGISTERED	11
HORTONSPHERE	Chicago Bridge & Iron Company	UNITED STATES	06/05/1924	71/198,114	11/04/1924	REGISTERED	06
HORTONSPHEROID	Chicago Bridge & Iron Company	UNITED STATES	09/19/1947	71/534,999	04/19/1949	REGISTERED	06
HYDROPILLAR	Chicago Bridge & Iron Company	UNITED STATES	01/11/2005	78/545,303	07/18/2006	REGISTERED	06
HYFORMING	Chicago Bridge & Iron Company	UNITED STATES	05/24/1999	75/713,148	05/15/2001	REGISTERED	11
PC WATERSPHEROID	Chicago Bridge & Iron Company	UNITED STATES	06/12/2000	76/068,078	06/11/2002	REGISTERED	06
SOCOOL	Chicago Bridge & Iron Company	UNITED STATES	08/05/1999	75/768,512	10/08/2002	REGISTERED	37
SONO3SENSOR	Chicago Bridge & Iron Company	UNITED STATES	03/11/2004	76/580,343	10/04/2005	REGISTERED	09
SONOZAIRE	Chicago Bridge & Iron Company	UNITED STATES	12/23/1982	73/407,132	11/13/1984	REGISTERED	11
STRATA-THERM	Chicago Bridge & Iron Company	UNITED STATES	02/26/1993	74/362,270	11/09/1993	REGISTERED	06
WATERSPHERE	Chicago Bridge & Iron Company	UNITED STATES	04/19/1956	72/006,691	03/19/1957	REGISTERED	06
WATERSPHEROID	Chicago Bridge & Iron Company	UNITED STATES	07/26/1976	73/094,630	03/27/1979	REGISTERED	06
WEATHERMASTER	Chicago Bridge & Iron Company	UNITED STATES	01/31/1963	72/161,772	12/17/1963	REGISTERED	06
SHAW & Triangle Design	CB&I Group Inc.	UNITED STATES	07/27/2001	76/291,010	02/11/2003	REGISTERED	37,42