

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harvey Gulf International Marine, LLC		07/02/2018	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N Tryon St., Mail Code: NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3519482	HARVEY GULF	
Registration Number:	3519483	HARVEY GULF INTERNATIONAL MARINE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F177916 TM		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/SONYA JACKMAN/		
DATE SIGNED:	07/03/2018		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of July 2, 2018, among each of the grantors listed on the signature pages hereto (each, a "Grantor"), and Bank of America, N.A., as administrative agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Administrative Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Amended and Restated Guarantor Security Agreement, dated as of July 2, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among HGIM Corp., a Delaware corporation (the "Borrower"), the Pledgors party thereto, the Secured Parties and the Administrative Agent.

B. Capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Security Agreement.

C. Pursuant to the Security Agreement, the Grantor has agreed to execute or otherwise authenticate and deliver this Agreement for recording the security interest granted under the Security Agreement to the Administrative Agent in each Grantor's trademarks with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States necessary to perfect the security interest hereunder in such trademark.

Accordingly, the Administrative Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States trademark registrations and applications (excluding any intent-to-use applications) and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby) set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the "Collateral").

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Collateral by the Grantor under this Agreement secures the payment of all amounts that constitute part of the Secured Obligations.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.


SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 22.2 of the Security Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 16.6 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 16.2 of the Credit Agreement (whether or not then in effect), the Grantor agrees to reimburse the Administrative Agent for its reasonable and documented out-of-pocket expenses in connection with this Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Administrative Agent.

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have duly executed this Agreement as of the day and year first above written.

Harvey Gulf International Marine, LLC

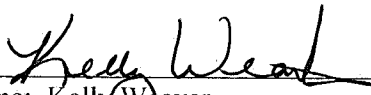
By:


Name: Shane J. Guidry
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006370 FRAME: 0557

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Kelly Weaver
Title: Vice President

[Signature Page to Trademark Security Agreement] HGM

TRADEMARK
REEL: 006370 FRAME: 0558

SCHEDULE A TO THE
GRANT OF SECURITY INTEREST IN TRADEMARKS

UNITED STATES TRADEMARKS AND EXCLUSIVE LICENSES THEREOF

Trademark	Serial Number	Registration Number	Owner
Harvey Gulf	77372456	3519482	Harvey Gulf International Marine, LLC
Harvey Gulf International Marine	77372490	3519483	Harvey Gulf International Marine, LLC

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