

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McDermott, Inc.		11/29/2018	Corporation: DELAWARE
J. Ray McDermott, S.A.		11/29/2018	Corporation: PANAMA
McDermott International, Inc.		11/29/2018	Corporation: PANAMA
RECEIVING PARTY DATA			
Name:	Credit Agricole Corporate and Investment Bank, as Collateral Agent		
Street Address:	1301 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2374265	MENTOR SUBSEA	
CORRESPONDENCE DATA			
Fax Number:	2125086101		
<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)221-3306		
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:	Humza Deshmukh		
SIGNATURE:	/Humza Deshmukh/		
DATE SIGNED:	09/24/2019		
Total Attachments: 6			
source=McDermott - IP Security Agreement#page1.tif			
source=McDermott - IP Security Agreement#page2.tif			
source=McDermott - IP Security Agreement#page3.tif			
source=McDermott - IP Security Agreement#page4.tif			

OP \$40.00 2374265

source=McDermott - IP Security Agreement#page5.tif

source=McDermott - IP Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated as of November 29, 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.**

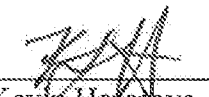
SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement, the Credit Agreement, the other Secured Debt Documents and the Collateral Agency and Intercreditor Agreement. The rights and remedies 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.

MCDERMOTT, INC.

By: 
Name: Kevin Hargrove
Title: Assistant Treasurer

J. RAY MCDERMOTT, S.A.

By: 
Name: Kevin Hargrove
Title: Assistant Treasurer

MCDERMOTT INTERNATIONAL, INC.

By: 
Name: Kevin Hargrove
Title: Assistant Treasurer

TRADEMARKS

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	MENTOR SUBSEA	75498746 6/8/1998	2374265 8/8/2000	Registered Renewed	J. Ray McDermott, S.A.
2.	MCDERMOTT	87909674 5/7/2018	---	Pending ITU	McDermott, Inc.
3.	M	87909678 5/7/2018	---	Pending ITU	McDermott, Inc.
4.	M	87909680 5/7/2018	---	Pending ITU	McDermott, Inc.
5.	M	87909683 5/7/2018	---	Pending ITU	McDermott, Inc.

PATENTS

Patent Title		Application Number Application Date	Patent Number Grant Date	Status	Owner
1.	HYDROSTATIC EQUALIZATION FOR AN OFFSHORE STRUCTURE	09528038 3/17/2000	6547491 4/15/2003	Issued	J. Ray McDermott, S.A., a Corp. of Panama
2.	DIGITAL PLATFORM FOR LIFE OF PLANT SERVICES	15704851 9/14/2017	---	Pending	J. RAY MCDERMOTT, S.A.
3.	GRAVITY ANCHOR	12605454 10/26/2009	8181589 5/22/2012	Issued	J. RAY MCDERMOTT, S.A.

COPYRIGHTS

Copyright Title		Registration Number	Registration Date	Claimant
1.	Reengineering executive presentation	TXu000812355	8/14/1997	McDermott International, Inc.
2.	Reengineering workshop	TXu000666137	12/27/1994	McDermott

	Copyright Title	Registration Number	Registration Date	Claimant
				International, Inc.
3.	Reengineering workshop : instructor manual	TXu000827210	8/13/1997	McDermott International, Inc.
4.	Total quality management : reference manual	TXu000800804	8/14/1997	McDermott International, Inc.
5.	Microsas user's manual: revision 0	TXu000369543	5/9/1989	McDermott International, Inc.
6.	Mirror all-metal reflective insulation valve and flange covers	TX0000582823	11/14/1980	McDermott, Inc.
7.	Robotic automatic part programming generator	TXu000275972	3/16/1987	McDermott, Inc.
8.	Adlpipe	TX0000590486	12/1/1980	McDermott, Inc.
9.	B&W bag filterhouse	TX0000621165	1/30/1981	McDermott, Inc.
10.	Concept Modeller : April 23, 1987	TXu000281317	5/15/1987	McDermott, Inc.