

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM578895

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HORNBECK OFFSHORE OPERATORS, LLC		06/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Collateral Agent		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Bank: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4291171	COMPANY OF CHOICE	
<b>Registration Number:</b>	4213320	SERVICE WITH ENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1227829 TM		
<b>NAME OF SUBMITTER:</b>	Christian Craft		
<b>SIGNATURE:</b>	/Christian Craft/		
<b>DATE SIGNED:</b>	06/01/2020		
<b>Total Attachments: 5</b>			
source=Hornbeck - Trademark Security Agreement#page2.tif			
source=Hornbeck - Trademark Security Agreement#page3.tif			

OP \$65.00 4291171

source=Hornbeck - Trademark Security Agreement#page4.tif  
source=Hornbeck - Trademark Security Agreement#page5.tif  
source=Hornbeck - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of June 1, 2020 (this “Trademark Security Agreement”), is made by the signatory hereto listed under “GRANTOR” (the “Grantor”) in favor of Wilmington Trust, National Association, as collateral agent (in such capacity, together with its successors in such capacity, the “Collateral Agent”), for the financial institutions (the “Lenders”) from time to time parties to the Superpriority Debtor-In-Possession Term Loan Agreement dated as of May 22, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, as debtors and debtors-in-possession under chapter 11 of the Bankruptcy Code, the Lenders, the Collateral Agent and Wilmington Trust, National Association, as administrative agent (in such capacity, together with its successors in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Superpriority Guaranty and Collateral Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Collateral Agreement”) in favor of the Collateral Agent; and

WHEREAS, pursuant to the Credit Agreement and the Collateral Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement or the Credit Agreement and used herein have the meaning given to them in the Collateral Agreement or, if not defined therein, the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and hereby grants to the Collateral Agent, for the ratable benefit of the Guaranteed Creditors, a security interest in all of the following Property now owned or at any time hereafter acquired by it or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

- (a) all trademarks, including, without limitation, the United States registered trademarks and applications for trademark registration listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable laws with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing;

provided, however, that notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and the security interest granted hereunder shall not attach to, any Excluded Asset.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 9.11 of the Collateral Agreement are incorporated herein *mutatis mutandis*.

**[Remainder of page intentionally left blank]**

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

GRANTOR:

**HORNBECK OFFSHORE  
OPERATORS, LLC**

By: 

Name: Samuel A. Giberga


Title: Executive Vice President and  
General Counsel

[Signature Page – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006949 FRAME: 0844**

Accepted and Agreed:

**WILMINGTON TRUST, NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name: Nicole Kroll

Title: Assistant Vice President

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Owner / Grantor</u>	<u>Mark</u>	<u>Serial. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Hornbeck Offshore Operators, LLC	COMPANY OF CHOICE	85528496	01/30/2012	4291171	02/19/2013
Hornbeck Offshore Operators, LLC	SERVICE WITH ENERGY	85527617	01/27/2012	4213320	09/25/2012