

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583831

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Agricole Corporation and Investment Bank		06/30/2020	Bank: FRANCE

RECEIVING PARTY DATA

Name:	CHICAGO BRIDGE & IRON COMPANY
Street Address:	915 N. Eldridge Parkway
City:	Houston
State/Country:	TEXAS
Postal Code:	77079
Entity Type:	Corporation: DELAWARE
Name:	CHICAGO BRIDGE & IRON COMPANY
Street Address:	14105 S. Rt. 59
City:	Plainfield
State/Country:	ILLINOIS
Postal Code:	60544
Entity Type:	Corporation: ILLINOIS
Name:	CB&I GROUP INC.
Street Address:	915 N. Eldridge Parkway
City:	Houston
State/Country:	TEXAS
Postal Code:	77079
Entity Type:	Corporation: LOUISIANA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2451848	HYFORMING
Registration Number:	2574998	H2DROGEN

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.

OP \$65.00 2451848

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: Lilliana Dealbert

SIGNATURE: /Lilliana Dealbert/

DATE SIGNED: 06/30/2020

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTERESTS

WHEREAS, pursuant to that certain Assumption Agreement dated as of May 10, 2018, entered into by and among, in part, Chicago Bridge & Iron Company (the “**Grantor**”) and Crédit Agricole Corporate and Investment Bank, acting in its capacity as the “**Collateral Agent**” (as that term is defined therein and incorporated herein), the Grantor became a party to that certain Pledge and Security Agreement dated as of May 10, 2018 (the “**Pledge and Security Agreement**”);

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor granted to the Collateral Agent, for the benefit of the “**Secured Parties**” (as that term is defined in the Pledge and Security Agreement and incorporated herein), a security interest in, and a lien on, such Grantor’s rights, title and interest in the trademarks set forth in Schedule A hereto (the “**Released Trademarks**”);

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of May 10, 2018 entered into by and among the Grantor, Chicago Bridge & Iron Company (Delaware), CB&I Group Inc. and Collateral Agent (the “**Intellectual Property Security Agreement**”), the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, and a lien on, the Released Trademarks

WHEREAS, a request to perfect the security interest in and to the trademarks set forth in Schedule A hereto, as granted pursuant to the Pledge and Security Agreement and the Intellectual Property Security Agreement, was submitted by the Collateral Agent to the United States Patent and Trademark Office (“**USPTO**”) on May 16, 2018 and recorded at Reel/Frame 6368/0545;

WHEREAS, as contemplated in the Second Amended Joint Prepackaged Chapter 11 Plan of Reorganization of McDermott International, Inc. and its Debtor Affiliates (the “**Plan**”) and as required by the Sale Order (the “**Sale Order**”), each as attached to the Amended Order Approving the Debtors’ Disclosure Statement and Confirming the Second Amended Joint Prepackaged Chapter 11 Plan of Reorganization (Technical Modifications) of McDermott International, Inc. and Its Debtor Affiliates, entered by the Bankruptcy Court on March 14, 2020 at Docket Number 684 in the Chapter 11 Cases (the “**Confirmation Order**”) and in each case as may be amended, modified, or supplemented from time to time, the Collateral Agent has been authorized and directed to release any security interest in, and lien on, the Released Trademarks; and

WHEREAS, the Collateral Agent, the other agents party thereto, the Borrowers (as defined therein), the Parent (as defined therein), the Sellers (as defined therein), the Grantor and the other Target Entity Guarantors (as defined therein) have entered into an Omnibus Release of Liens and Guarantees, dated as of June 30, 2020 (the “**Omnibus Release of Liens and Guarantees**”).

NOW, THEREFORE, in consideration of the premises set out above and for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent

agrees, for the benefit of the Grantor, as follows:

SECTION 1. Release of Security Interest. As provided for in the Plan and as required by the Sale Order, each as attached to the Confirmation Order, in each case as may be amended, modified, or supplemented from time to time, the Collateral Agent agrees that, as of the Effective Time (as defined in the Omnibus Release of Liens and Guarantees), the security interests in, and liens on, the Released Trademarks, together with the goodwill of the business symbolized thereby, are hereby, without further action, irrevocably and forever released and discharged.

SECTION 2. Recordation. The Collateral Agent hereby authorizes the Grantor or such Grantor's authorized representative to, on and after the Effective Time, (i) record this Release of Trademark Security Interests (the "**Release**") with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Released Trademarks provided for in Section 1 above, and/or (iii) otherwise record or file this Release with the applicable governmental office or agency.

SECTION 3. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws provisions.

SECTION 4. Signature Page. Delivery of the executed signature page of this Release by email, telecopy or other electronic transmission means, including without limitation by ".pdf" or ".tif" format, shall be effective as delivery of the manually executed signature page hereof and such signature page shall be deemed an original.

Dated: June 30, 2020

[Signature page follows]

**CRÉDIT AGRICOLE CORPORATE AND
INVESTMENT BANK,**
as Collateral Agent.

By: 
Name: Kathleen Sweeney
Title: Managing Director

By: 
Name: Florio Bennheim
Title: Managing Director

[Signature page to Release of Trademark Security Interests]

Schedule A
To
RELEASE OF TRADEMARK SECURITY INTERESTS

U.S. Trademark Registrations

	<u>Registered Trademark</u>	<u>Location</u>	<u>Serial No. / Reg. No.</u>	<u>Owner of Record</u>
1.	HYFORMING	United States	75/713,148 / 2451848	Chicago Bridge & Iron Company
2.	H2DROGEN	United States	75/789,251 / 2574998	Chicago Bridge & Iron Company