

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM596025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HORNBECK OFFSHORE OPERATORS, LLC		09/04/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4291171	COMPANY OF CHOICE	
Registration Number:	4213320	SERVICE WITH ENERGY	
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:	202-370-4756		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Jay daSilva		
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:	1262105 C 2L TM IPSA		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		
DATE SIGNED:	09/04/2020		
Total Attachments: 5			
source=C - HOS - 2L Exit Trademark Security Agreement - 9-4-20#page2.tif			

OP \$65.00 4291171

source=C - HOS - 2L Exit Trademark Security Agreement - 9-4-20#page3.tif

source=C - HOS - 2L Exit Trademark Security Agreement - 9-4-20#page4.tif

source=C - HOS - 2L Exit Trademark Security Agreement - 9-4-20#page5.tif

source=C - HOS - 2L Exit Trademark Security Agreement - 9-4-20#page6.tif

TRADEMARK

REEL: 007034 FRAME: 0428

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of September 4, 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 Second Lien Term Loan Agreement dated as of September 4, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, 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 Second Lien 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.

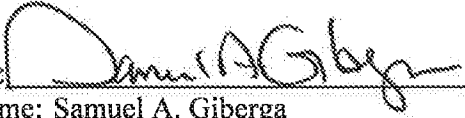
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 9.11 of the Collateral Agreement are incorporated herein *mutatis mutandis*.

[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.

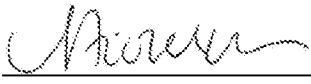
GRANTOR:

**HORNBECK OFFSHORE
OPERATORS, LLC**

By: 
Name: Samuel A. Giberga
Title: Executive Vice President and
General Counsel

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