

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM596023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Collateral Agent		09/04/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	HORNBECK OFFSHORE OPERATORS, LLC		
Street Address:	103 Northpark Boulevard, Suite 300		
City:	Covington		
State/Country:	LOUISIANA		
Postal Code:	70433		
Entity Type:	Limited Liability Company: DELAWARE		
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 A TM REL		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		
DATE SIGNED:	09/04/2020		
Total Attachments: 4			

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RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of September 4, 2020 is made by Wilmington Trust, National Association, as collateral agent (in such capacity, together with its successors in such capacity, the “Agent”), in favor of Hornbeck Offshore Operators, LLC, a Delaware limited liability company (the “Company”), pursuant to that certain Superpriority Guaranty and Collateral Agreement, dated as of May 22, 2020 (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Collateral Agreement”), among the Company, the Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Collateral Agreement, the Company executed and delivered a Trademark Security Agreement, dated as of May 29, 2020, in favor of the Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the ratable benefit of the Guaranteed Creditors, a security interest in all trademarks now owned or at any time hereafter acquired by it or in which the Company now has or at any time in the future may acquire any right, title or interest, including, without limitation, (a) 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 and (iii) continuations, extensions and renewals thereof and amendments thereto and (b) all Proceeds of any and all of the foregoing (the “Released Trademarks”);

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the “USPTO”) on June 3, 2020, at Reel/Frame No. 6949/0840; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement or, if not defined therein, 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) (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Collateral Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its security interest in all of the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this 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 Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. This Release and any claim, controversy or dispute arising under or related to this Release, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.


SECTION 6. Counterparts. This Release may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually signed original.

SECTION 7. Concerning the Agent. Wilmington Trust, National Association in executing this Release is executing solely in its capacity as Agent under the Collateral Agreement and in acting hereunder, shall be entitled to all of the rights, privileges, protections and immunities afforded to the Agent under the Collateral Agreement as if fully set forth herein.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Agent

By: 
Name: Nicole Kroll
Title: Assistant Vice President

SCHEDULE 1

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