

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAKO DEEPWATER, INC.		12/16/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED		
Street Address:	8 Canada Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HQ		
Entity Type:	Corporation: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4164658	SEANIC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1552027		
NAME OF SUBMITTER:	Roberta Markovina		
SIGNATURE:	/Roberta Markovina/		
DATE SIGNED:	12/16/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of December 16, 2021, is entered into by **MAKO DEEPWATER, INC.**, a Texas corporation (“**Grantor**”), and **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**, as Principal Security Agent (the “**Principal Security Agent**”).

WHEREAS, pursuant to that certain Facilities Agreement dated as of December 29, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “**Facilities Agreement**”), among, inter alios, the Borrowers and Guarantors party thereto (in each case, as defined in the Facilities Agreement), and the other Finance Parties (as defined in the Facilities Agreement) identified therein, the Finance Parties agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Amended and Restated Pledge and Security Agreement dated as of January 3, 2018 but made effective as of January 10, 2018, among Grantor, certain affiliates of Grantor from time to time party thereto and the Principal Security Agent (as amended by the Security Agreement Supplement (as defined below) and as further amended, supplemented, restated, or otherwise modified from time to time, the “**Security Agreement**”) and under that certain Supplement No. 3 dated as of December 16, 2021 to the Security Agreement (the “**Security Agreement Supplement**”), Grantor is granting a security interest to the Principal Security Agent, on behalf of and for the ratable benefit of the Secured Parties, in its Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising and wherever located;

WHEREAS, pursuant to the Security Agreement and the Security Agreement Supplement, Grantor is required to execute and deliver to the Principal Security Agent, for the benefit of the Secured Parties, this Agreement. Capitalized terms not otherwise defined herein have the meanings set forth in Security Agreement, or if not defined therein, in the Facilities Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Principal Security Agent hereby agree as follows:

1. Grant of Security Interest.

Grantor hereby unconditionally grants, assigns, and pledges to the Principal Security Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Agreement as the “**Security Interest**”) in and lien on all of Grantor’s right, title and interest in, to and under, subject to the terms and conditions of the Security Agreement, the following (collectively, the “**Trademark Collateral**”):

- (A) all of its Trademarks to which it is a party including those listed on Schedule 1;

- (B) all trademark licenses for the grant by or to Grantor of any right to use any trademark;
- (C) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license referred to in clause (B) above; and
- (D) all Proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world;

provided that "Trademark Collateral" shall not include any Excluded Collateral.

2. Secured Obligations and Security Agreement.

This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. This Agreement and the Security Interest granted hereby is granted in conjunction with the security interest granted to the Principal Security Agent, for the benefit of the Secured Parties, under the Security Agreement. The rights and remedies of the Principal Security Agent with respect to the Security Interest in the Trademark Collateral granted hereby are in addition to those set forth and more fully described in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Principal Security Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule 1 to include reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark Collateral in which Grantor no longer has or claims any right, title or interest.

4. Finance Document.

This Agreement is a Finance Document executed pursuant to the Facilities Agreement and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

5. Governing Law.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE**

GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

6. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Principal Security Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Principal Security Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

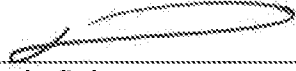
7. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by fax or other electronic transmission (e.g., “.pdf”) shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

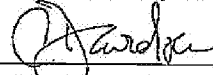
MAKO DEEPWATER, INC.,
a Texas corporation

By: 
Name: Andy Guinn
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – MAKO DEEPWATER, INC.]

TRADEMARK
REEL: 007532 FRAME: 0555

HSBC CORPORATE TRUSTEE COMPANY
(UK) LIMITED,
as Principal Security Agent

By: 
Name: CHARLOTTE DAVIDSON
Title: AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – MAKO DEEPWATER, INC.]