

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM721306

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OCEANEERING INTERNATIONAL, INC.		04/08/2022	Corporation: DELAWARE
GRAYLOC PRODUCTS, L.L.C.		04/08/2022	Corporation: TEXAS
MARINE PRODUCTION SYSTEMS, LTD.		04/08/2022	Corporation: DELAWARE
OCEANEERING CANADA LIMITED		04/08/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	14241 DALLAS PARKWAY, 13TH FLOOR		
<b>City:</b>	DALLAS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75254		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 82</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4554761	OCEANEERING	
<b>Registration Number:</b>	4542329	OCEANEERING	
<b>Registration Number:</b>	4528410	OCEANEERING	
<b>Registration Number:</b>	4520641	OCEANEERING	
<b>Registration Number:</b>	4554762	OCEANEERING	
<b>Registration Number:</b>	4542330	OCEANEERING	
<b>Registration Number:</b>	3324512	OCEANEERING	
<b>Registration Number:</b>	3329450	OCEANEERING	
<b>Registration Number:</b>	3389015	OCEANEERING	
<b>Registration Number:</b>	3411767	OCEANEERING	
<b>Registration Number:</b>	3329451	OCEANEERING	
<b>Registration Number:</b>	3329455	OCEANEERING	
<b>Registration Number:</b>	3329454	OCEANEERING	
<b>Registration Number:</b>	3329445	OCEANEERING	
		<b>TRADEMARK</b>	

Property Type	Number	Word Mark
Registration Number:	3329444	OCEANEERING
Registration Number:	3329453	OCEANEERING
Registration Number:	3329452	OCEANEERING
Registration Number:	3329443	OCEANEERING
Registration Number:	3329442	OCEANEERING
Registration Number:	3302466	OCEANEERING
Registration Number:	3324511	OCEANEERING
Registration Number:	3329457	OCEANEERING
Registration Number:	3335099	OCEANEERING
Registration Number:	3329449	OCEANEERING
Registration Number:	3329446	OCEANEERING
Registration Number:	3244879	OCEANEERING
Registration Number:	3244823	OCEANEERING
Registration Number:	3242472	OCEANEERING
Registration Number:	3244880	OCEANEERING
Registration Number:	3242346	OCEANEERING
Registration Number:	3242345	OCEANEERING
Registration Number:	3242344	OCEANEERING
Registration Number:	3244838	OCEANEERING
Registration Number:	3242326	OCEANEERING
Registration Number:	3242325	OCEANEERING
Registration Number:	3242324	OCEANEERING
Registration Number:	3242323	OCEANEERING
Registration Number:	3444770	OCEANEERING
Registration Number:	1178644	OCEANEERING
Registration Number:	0983504	OCEANEERING
Registration Number:	3621860	GRAYLOC
Registration Number:	3196068	MAXXIMUM
Registration Number:	3484116	MAGNUM
Registration Number:	1826895	MAGELLAN
Registration Number:	3484117	MILLENNIUM
Registration Number:	4001898	OCEANEERING DIVING
Registration Number:	4001897	OCEANEERING DIVING
Registration Number:	4001896	OCEANEERING DIVING
Registration Number:	3991987	
Registration Number:	3539128	
Registration Number:	3914712	OCEAN PROHD
Registration Number:	3515972	OCEAN INTERVENTION

Property Type	Number	Word Mark
Registration Number:	3515970	OCEAN INTERVENTION
Registration Number:	3515967	OCEAN INTERVENTION
Registration Number:	3515944	OCEAN INTERVENTION
Registration Number:	1795773	OCEAN EXPLORER 6000
Registration Number:	2858361	SPECTRUM
Registration Number:	5114762	REVOLUTION
Registration Number:	5114761	ORGANIC
Registration Number:	5134054	EVOLUTION
Registration Number:	5100772	EVOLUTION
Registration Number:	5095871	EVOLUTION
Registration Number:	5134058	TRU-TRACKLESS
Registration Number:	5134057	TRU-TRACKLESS
Registration Number:	5134056	TRU-TRACKLESS
Registration Number:	5095872	TRU-TRACKLESS
Registration Number:	5799472	PORTVISION
Registration Number:	4288392	PORTVISION
Registration Number:	3718942	PORTVISION
Registration Number:	4600847	SEA TURTLE
Registration Number:	1878097	OTECH
Registration Number:	1916103	FROG
Registration Number:	5334244	C-NAV
Registration Number:	4888676	C-TIDES
Registration Number:	4155613	C-NAV7000
Registration Number:	3989042	C-NAV3050
Registration Number:	3984977	C-MONITOR
Registration Number:	5538715	OCEANEER
Registration Number:	1777636	R-CON
Registration Number:	1676541	R-CON
Registration Number:	1674767	E-CON
Registration Number:	5134055	EVOLUTION

**CORRESPONDENCE DATA**

Fax Number: 8004043970  
*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.*  
Phone: 7132213306  
Email: docketing@bracewell.com  
Correspondent Name: Bracewell LLP  
Address Line 1: P.O. Box 61389  
Address Line 4: Houston, TEXAS 77208-1389

<b>ATTORNEY DOCKET NUMBER:</b>	0088599.000317
<b>NAME OF SUBMITTER:</b>	Constance Gall Rhebergen
<b>SIGNATURE:</b>	/Constance Gall Rhebergen/
<b>DATE SIGNED:</b>	04/12/2022

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of April 8, 2022 (as amended, supplemented, amended and restated, or otherwise modified from time to time, this “IP Security Agreement”) is among OCEANEERING INTERNATIONAL, INC., a Delaware corporation (the “Borrower”), each subsidiary of the Borrower party hereto (together with the Borrower, the “Grantors” and individually, each a “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent for the ratable benefit of the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement (as defined below) and, if not defined in the Security Agreement, the Credit Agreement (as defined below).

### INTRODUCTION

A. This IP Security Agreement is entered into in connection with that certain Credit Agreement dated as of April 8, 2022 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the lenders party thereto from time to time (the “Lenders”), and Wells Fargo Bank, National Association, as the administrative agent (in such capacity, the “Administrative Agent”) and an issuing lender.

B. The Grantors own the patents, patent applications, trademarks, trademark applications, copyrights, and copyright applications, in each case listed on Schedules I, II, and III attached hereto and by this reference incorporated herein.

C. Pursuant to the terms of that certain Pledge and Security Agreement, dated as of April 8, 2022 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the “Security Agreement”), among the Borrower and certain Subsidiaries of the Borrower party thereto, including the Grantors, in favor of Administrative Agent for the ratable benefit of the Secured Parties, the Grantors have granted a security interest in the Collateral (as defined in the Security Agreement), including, without limitation, all right, title, and interest of the Grantors in, to, and under all now owned and hereafter acquired Intellectual Property Collateral, including all Copyright Collateral, Patent Collateral, and Trademark Collateral (each as defined in the Security Agreement) set forth on Schedules I, II, and III attached hereto to secure the prompt payment in full in cash and performance of all Secured Obligations now or hereafter existing. In the event of any conflict between the terms and conditions of this IP Security Agreement and the terms and conditions of the Security Agreement, the Security Agreement shall control.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties to secure the Secured Obligations a continuing security interest in all of such Grantor’s right, title, and interest in, to, and under all of the following, whether now owned or hereafter acquired by such Grantor, and whether now existing or hereafter existing or arising (the “IP Collateral”):

(a) (i) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world including, without limitation, those patents and patent applications referred to on Schedule I hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the items described in the foregoing clause (i), (iii) all patent licenses and other agreements providing any Grantor (as defined in the Security Agreement) with the right to use any items of the type referred to in the foregoing clauses (i) and (ii), and (iv) all Proceeds of, and rights associated with, the foregoing (including licenses, royalties

income, payments, claims, damages, and Proceeds of infringement suits), the right to sue third parties for past, present, or future infringements of any patent or patent application, and for breach or enforcement of any patent license;

(b) (i)(A) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including, without limitation, those trademarks referred to on Schedule II hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office (“USPTO”) or in any office or agency of the United States of America, or any state thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (B) the right to obtain all reissues, extensions, or renewals of the foregoing (collectively referred to as the “Trademarks” and each, a “Trademark”), (ii) all Trademark licenses for the grant by or to any Grantor (as defined in the Security Agreement) of any right to use any Trademark, (iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, the foregoing clause (i), and, to the extent applicable, the foregoing clause (ii), (iv) the right to sue third parties for past, present, and future infringements of any Trademark Collateral described in the foregoing clause (i) and, to the extent applicable, the foregoing clause (ii), and (v) all Proceeds of, and rights associated with, the foregoing, including any claim by any 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; and

(c) all copyrights of any Grantor, registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world including all of such Grantor’s rights, titles, and interests in and to all copyrights registered in the United States Copyright Office (the “U.S. Copyright Office”) or anywhere else in the world, including without limitation those copyright registrations or applications referred to on Schedule III hereto, and registrations and recordings thereof and all applications for registration thereof, whether pending or in preparation, all copyright licenses, the right to sue for past, present, and future infringements of any of the foregoing, all rights corresponding thereto, all extensions and renewals of any thereof and all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and Proceeds of suit, which are owned or licensed by such Grantor;

provided that, notwithstanding anything to the contrary contained above, Excluded Collateral (as defined in the Security Agreement) shall be excluded from the Lien and security interest granted hereunder; provided, however, that (x) the exclusion from the Lien and security interest granted by any Grantor hereunder of any Excluded Collateral shall not limit, restrict, or impair the grant by such Grantor of the Lien and security interest in any accounts or receivables arising under any such Excluded Collateral or any payments due or to become due thereunder unless the conditions in effect which qualify such Property as Excluded Collateral applies with respect to such accounts and receivables and (y) any Proceeds received by any Grantor from the sale, transfer, or other disposition of Excluded Collateral shall constitute Collateral unless the conditions in effect which qualify such Property as Excluded Collateral applies with respect to such Proceeds.

This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted hereunder in the IP Collateral with the USPTO and the U.S. Copyright Office. The Grantors authorize and request that the USPTO and the U.S. Copyright Office (to the extent any Grantor owns any Copyright Collateral) record this IP Security Agreement. This security interest is granted in conjunction with the security interests granted to the Administrative Agent for the

ratable benefit of the Secured Parties pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement.

Sections 7.7 (Severability), 7.13 (Waiver of Jury Trial), 7.15 (Submission to Jurisdiction), 7.16 (Waiver of Venue), and 7.17 (Service of Process) of the Security Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, except to the extent that the validity or perfection of the security interests hereunder, or remedies hereunder, in respect of any particular IP Collateral are governed by the laws of a jurisdiction other than the State of New York.

This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This IP Security Agreement, the Security Agreement, and the other Loan Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent, any Issuing Lender, and/or any Arranger, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, the Administrative Agent and each Grantor has caused this IP Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

**GRANTORS:**

**OCEANEERING INTERNATIONAL, INC.**

By: Alan R. Curtis  
Name: Alan R. Curtis  
Title: Senior Vice President and Chief Financial Officer

**GRAYLOC PRODUCTS, L.L.C.**

By: Alan R. Curtis  
Name: Alan R. Curtis  
Title: Senior Vice President and Chief Financial Officer

**MARINE PRODUCTION SYSTEMS, LTD.**

By: Alan R. Curtis  
Name: Alan R. Curtis  
Title: Senior Vice President and Chief Financial Officer

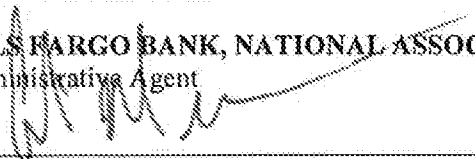
**OCEANEERING CANADA LIMITED**

By: Alan R. Curtis  
Name: Alan R. Curtis  
Title: Senior Vice President and Chief Financial Officer



ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent


By:   
Name: Corbin M. Womac  
Title: Director

**Schedule II**


**TRADEMARKS AND TRADEMARK APPLICATIONS**

[See attached.]



Oceanengineering International, Inc. – Active Trademark Registrations

Country	Trademark	Registration Number
United States of America	OCEANEERING Logo 	<u>Registration No.</u> 4554761 4542329 4528410 3324512 3411767 3329455 3329454 3329453 3329452 3302466 3324511 3329457 3244879 3242472 3244880 3242346 3242345 3242344 3444770 1178644 <u>Registration No.</u> 4520641 4554762 4542330 3329450 3389015 3329451 3329445 3329444 3329443 3329442 3335099 3329449
		OCEANEERING



Oceanering International, Inc. – Active Trademark Registrations

Country	Trademark	Registration Number
		3329446 3244823 3244838 3242326 3242325 3242324 3242323 983504
	GRAYLOC	<u>Registration No.</u> 3621860
	MAXXIMUM	<u>Registration No.</u> 3196068
	MAGNUM	<u>Registration No.</u> 3484116
	MAGELLAN	<u>Registration No.</u> 1826895
	MILLENNIUM	<u>Registration No.</u> 3484117
	TERABOT	No longer active
	TERABOT and Design 	No longer active



Oceaneering International, Inc. – Active Trademark Registrations

Country	Trademark	Registration Number
	 <p>OCEANEERING DIVING and Helmet Design</p>	<u>Registration No.</u> 4001898 4001897 4001896
	 <p>Rat Logo</p>	<u>Registration No.</u> 3991987 3539128
	OCEAN PROHD	<u>Registration No.</u> 3914712
	OCEAN INTERVENTION	<u>Registration No.</u> 3515972 3515970 3515967 3515944
	OCEAN EXPLORER 6000	<u>Registration No.</u> 1795773
	SPECTRUM	<u>Registration No.</u> 2858361
	SAFE CASSETTE	No longer active

Oceanneering International, Inc. – Active Trademark Registrations

Country	Trademark	Registration Number
	NC/NG Viking Logo 	No longer active
	REVOLUTION	<u>Registration No.</u> 5114762
	ORGANIC	<u>Registration No.</u> 5114761
	EVOLUTION	<u>Registration No.</u> 5134054 5100772 5095871 5134055
	TRU-TRACKLESS	<u>Registration No.</u> 5134058 5134057 5134056 5095872
	PORTVISION	<u>Registration No.</u> 5799472 3718942
	PORTVISION Logo 	<u>Registration No.</u> 4288392
	MAGNA SCAN	No longer active

Oceanering International, Inc. – Active Trademark Registrations

Country	Trademark	Registration Number
	MAGNA SUBSEA INSPECTION SYSTEM	No longer active
	SEA TURTLE	<u>Registration No.</u> 4600847
	OTECH	<u>Registration No.</u> 1878097
	NCA NO CUTSI NO GLORY! Viking Logo 	No longer active
	FROG	<u>Registration No.</u> 1916103
	C-NAV	<u>Registration No.</u> 5334244
	C-TIDES	<u>Registration No.</u> 4888676
	C-NAV7000	<u>Registration No.</u> 4155613
	C-NAV WORLD DGNSS 	No longer active
	C-NAV3050	<u>Registration No.</u> 3989042

Oceanering International, Inc. – Active Trademark Registrations

Country	Trademark	Registration Number
	C-MONITOR	<u>Registration No.</u> 3984977
	OCEANEER	<u>Registration No.</u> 5538715
	R-CON (Grayloc Products, L.L.C.)	<u>Registration No.</u> 1777636 1676541
	E-CON (Grayloc Products, L.L.C.)	<u>Registration No.</u> 1674767



Oceanering International, Inc. – Active Trademark Registrations

Country	Trademark	Goods & Services (summary and comments)
(Designations: Benelux, Denmark, UK, US)	SPIDER	Wide range of goods and services, including machines and machine tools, ROVs and ROV tools, wide range of electronic and electrical equipment, including pipeline testing equipment, diving apparatus, vehicles for locomotion by land, air or water

**TRADEMARK**

**REEL: 007692 FRAME: 0438**