

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Helix Energy Solutions Group, Inc.		07/03/2006	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	231 LaSalle St.
Internal Address:	Mail Code IL1-231-08-30
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78824276	HELIX
Serial Number:	78824368	HELIX
Serial Number:	78824386	HELIX
Serial Number:	78824397	HELIX
Serial Number:	78824415	HELIX
Serial Number:	78828826	
Serial Number:	78828871	
Serial Number:	78828884	
Serial Number:	78828900	
Serial Number:	78828911	

CORRESPONDENCE DATA

Fax Number: (713)222-3291
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900053920

**TRADEMARK
 REEL: 003353 FRAME: 0707**

CH \$265.00 78824276

Phone: (713) 221-3306
Email: constance.rhebergen@bracewellgiuliani.com
Correspondent Name: Constance Gall Rhebergen
Address Line 1: P.O. Box 61389
Address Line 4: Houston, TEXAS 77208-1389

ATTORNEY DOCKET NUMBER:	060877.091142
NAME OF SUBMITTER:	Constance Gall Rhebergen
Signature:	/constance gall rhebergen/
Date:	07/24/2006

Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Helix Energy Solutions Group, Inc., f/k/a/ Cal Dive International, Inc., a Minnesota corporation (herein referred to as the "Debtor"), having an address at 400 N. Sam Houston Parkway E., Suite 400, Houston, Texas 77060, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, the Debtor, as borrower, has entered into a Credit Agreement dated as of July 3, 2006 (as amended or otherwise modified from time to time, the "Credit Agreement") with the financial institutions from time to time party thereto (the "Lenders") and Bank of America, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the Lenders.

WHEREAS, in connection with the Credit Agreement the Debtor, and certain subsidiaries of the Debtor have entered into a Security Agreement (as amended or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent, pursuant to which the Debtor has granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (as defined in the Security Agreement), a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof, all Trademark Licenses (as defined in the Security Agreement) and all proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

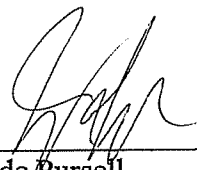
The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is 231 LaSalle St, Mail Code IL1-231-08-30, Chicago, Illinois 60604, Telephone: 312-828-3591, Fax: 877-207-0732.

IN WITNESS WHEREOF, Helix Energy Solutions Group, Inc. has duly executed or caused this Supplement to the Security Agreement to be duly executed as of July 3, 2006.

**HELIX ENERGY SOLUTIONS GROUP,
INC.**

By: _____


A. Wade Pursell
Senior Vice President

Helix Energy Solutions Group, Inc.

TRADEMARKS

Country	App S.N.	Filing/ Issue Date	Mark	Owner
U.S.	78/824,276	02/27/06	Helix	Helix Energy Solutions Group, Inc.
U.S.	78/824,368	02/27/06	Helix	Helix Energy Solutions Group, Inc.
U.S.	78/824,386	02/27/06	Helix	Helix Energy Solutions Group, Inc.
U.S.	78/824,397	02/27/06	Helix	Helix Energy Solutions Group, Inc.
U.S.	78/824,415	02/27/06	Helix	Helix Energy Solutions Group, Inc.
U.S.	78/828,826	03/03/06	Helix Design	Helix Energy Solutions Group, Inc.
U.S.	78/828,871	03/03/06	Helix Design	Helix Energy Solutions Group, Inc.
U.S.	78/828,884	03/03/06	Helix Design	Helix Energy Solutions Group, Inc.
U.S.	78/828,900	03/03/06	Helix Design	Helix Energy Solutions Group, Inc.
U.S.	78/828,911	03/03/06	Helix Design	Helix Energy Solutions Group, Inc.