

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		07/01/2010	Bank:

RECEIVING PARTY DATA

Name:	Mentor Subsea Technology Services, Inc.
Street Address:	757 N. Eldridge Parkway
City:	Houston
State/Country:	TEXAS
Postal Code:	77079-4435
Entity Type:	CORPORATION: DELAWARE

Name:	SparTEC, Inc.
Street Address:	757 N. Eldridge Parkway
City:	Houston
State/Country:	TEXAS
Postal Code:	77079-4435
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2374265	MENTOR SUBSEA
Registration Number:	2684042	MENTOR SUBSEA
Registration Number:	2672639	SPARTEC

CORRESPONDENCE DATA

Fax Number: (212)938-3839

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212.508.6183

Email: jeris.brunette@bglip.com

TRADEMARK

900166719

REEL: 004240 FRAME: 0130

OP \$90.00 2374265

Correspondent Name: Jeris Brunette
Address Line 1: 1251 Avenue of the Americas, 48th Floor
Address Line 2: Bracewell & Giuliani LLP
Address Line 4: New York, NEW YORK 10020-1104

ATTORNEY DOCKET NUMBER: 020379.000045

NAME OF SUBMITTER: Joanna Hong

Signature: /Joanna Hong/

Date: 07/12/2010

Total Attachments: 5

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**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

This RELEASE (this "Release"), dated as of July 1, 2010, is made by Credit Suisse AG, Cayman Islands Branch (formerly known as Credit Suisse, Cayman Islands Branch), as Collateral Agent (the "Collateral Agent") for the banks and other financial institutions or entities (the "Lenders"), pursuant to the termination of the Credit Agreement, dated as of June 6, 2006 by and among J. Ray McDermott, S.A., a Panamanian corporation (the "Borrower"), the Lenders, the Co-Syndication Agents party thereto, the Co-Documentation Agents party thereto and the Collateral Agent, and the other Secured Parties (as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, the Grantors (as defined in the Pledge and Security Agreement referred to below) executed the Pledge and Security Agreement by and among the Grantors and the Collateral Agent for the Secured Parties, dated June 6, 2006 pursuant to which the Grantors granted to the Collateral Agent a security interest in all Patent Collateral, Trademark Collateral, and Copyright Collateral (each as defined below);

WHEREAS, in connection with the execution of the Pledge and Security Agreement and the grant of the security interest, each applicable Grantor executed the Intellectual Property Security Agreement, dated as of June 6, 2006, by J. Ray McDermott, S.A., McDermott Marine Construction Limited Mentor Subsea Technology Services, Inc. SparTEC, Inc., and McDermott Services De Construc ao, Ltda. (the "Intellectual Property Security Agreement"), which was recorded against certain United States Intellectual Property at Reel/Frame Nos. 17776/0074, 17776/0095, 07776/0116, 17776/0137, 17776/0158, 3326/0828, 3326/0849, and V3539 D795, the After-Acquired Intellectual Property Security Agreement (First Supplemental Filing), dated as of July 21, 2006, which was recorded against certain United States Intellectual Property at Reel/Frame No. 18123/0721, the After-Acquired Intellectual Property Security Agreement (Second Supplemental Filing), dated as of April 23, 2008, which was recorded against certain United States Intellectual Property at Reel/Frame Nos. 20856/0871 and 3766/0450, the After-Acquired Intellectual Property Security Agreement (Third Supplemental Filing), dated as of January 27, 2009, which was recorded against certain United States Intellectual Property at Reel/Frame No. 22170/0290, and the After-Acquired Intellectual Property Security Agreement (Fourth Supplemental Filing), dated as of August 31, 2009, which was recorded against certain United States Intellectual Property at Reel/Frame No. 23185/0533.

WHEREAS, in connection with the Borrower's satisfaction of all of its obligations under the Credit Agreement, the Pledge and Security Agreement and Intellectual Property Security Agreement (as amended, supplemented, or otherwise modified from time to time prior to the date hereof) have been terminated.

NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby agrees as follows:

1. Definitions

a. "Copyright Collateral" shall mean all of each Grantor's right, title and interest in and to (i) all copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith and rights corresponding thereto throughout the world, including all registrations, recordings and applications in the United States Copyright Office, and all Mask Works (as defined in 17 USC 901), (ii) the right to, and to obtain, all extensions and renewals thereof, and the right to sue for past, present and future infringements of any of the foregoing, (iii) all proceeds of the foregoing, including license, royalties, income, payments, claims, damages, and proceeds of suit and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

b. "Patent Collateral" shall mean all of each Grantor's right, title and interest in and to (i) all United States patents, patents issued by any other country, union of countries or any political subdivision of any of the foregoing, and all reissues and extensions thereof, (ii) all patent applications pending in the United States or any other country or union of countries or any political subdivision of any of the foregoing and all divisions, continuations and continuations-in-part thereof, (iii) all rights to, and to obtain, any reissues or extensions of the foregoing and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

c. "Trademark Collateral" shall mean all of each Grantor's right, title and interest in and to (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule I attached hereto, (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business symbolized by the foregoing and (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit.

2. Release of Security Interest

The Collateral Agent hereby releases, transfers and assigns, without recourse, unto each Grantor, all of its security interest and lien on all of such Grantor's right, title and interest in, to and under the Patent Collateral, Trademark Collateral, and the Copyright

Collateral, including all of the foregoing listed on Schedule I attached hereto and incorporated herein by reference (collectively, the “Released Collateral”).

3. Recordation

The Collateral Agent authorizes the recordation of this Release with the U.S. Patent and Trademark Office and the U.S. Copyright Office and any other applicable registry, the filing of Uniform Commercial Code financing statements and the filing or recording of any other document or instrument necessary to place on record the release of the Collateral Agent's lien upon and security interest in the Patent Collateral, the Trademark Collateral, and the Copyright Collateral by the Borrower or any person authorized or designated by the Borrower, and any such recordation or filing shall be deemed to have been authorized by the Collateral Agent.

4. Further Assurances

The Collateral Agent agrees to provide the Grantors with any additional authorization necessary to effect the release of its security interest in the Released Collateral.

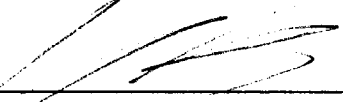
5. Applicable Law

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD REQUIRE APPLICATION OF LAWS OF ANOTHER STATE.

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first set forth above.

Credit Suisse AG, Cayman Islands Branch,
as Collateral Agent

By: 
Name: **JUDITH E. SMITH**
Title: **MANAGING DIRECTOR**

By: 
Name: **KEVIN BUDDHDEW**
Title: **ASSOCIATE**

SCHEDULE I

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

TITLE	REGISTRATION NO.
MENTOR SUBSEA	2374265
MENTOR SUBSEA	2684042
SPARTEC	2672639