

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Proserve Holdings Inc.		12/08/2012	CORPORATION: DELAWARE
Proserve Operations LLC		12/08/2012	LIMITED LIABILITY COMPANY: DELAWARE
Proserve Offshore Inc.		12/08/2012	CORPORATION: TEXAS
Argus Subsea LLC		12/08/2012	LIMITED LIABILITY COMPANY: DELAWARE
Gilmore Valve Company		12/08/2012	CORPORATION: TEXAS
Proserve International Holdings LLC		12/08/2012	LIMITED LIABILITY COMPANY: DELAWARE
Proserve Offshore Holdings LLC		12/08/2012	LIMITED LIABILITY COMPANY: DELAWARE

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: UNITED KINGDOM

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77618648	HYDRASEA
Serial Number:	77618670	HYDRASEAS
Serial Number:	77618716	HYDRAFIT
Serial Number:	77618829	HYDRAFIT
Serial Number:	77632361	GALATEA
Serial Number:	77632380	GALATHEA
Serial Number:	77639239	ARGUS SUBSEA

CH \$290.00 77618648

Serial Number:	77640436	G
Serial Number:	77640451	G GALATHEA GROUP
Registration Number:	2543748	CAC
Registration Number:	2528865	CAC

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 12/11/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

DECEMBER 8, 2012

WHEREAS, each of the undersigned (the "Debtors"), having an address at 5510 Clara Road, Houston, TX 77041, (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 has entered into a Security Agreement, dated as of December 8, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined), in favor of HSBC Corporate Trustee Company (UK) Limited, as Security Agent for itself and the Secured Parties (in such capacity, the "Security Agent") pursuant to which the Debtor has granted to the Security Agent 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 the Debtor, and all reissues, extensions or renewals thereof, all Trademark Licenses 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. Notwithstanding the foregoing, "Collateral" shall not include (a) any general intangible or any contract or agreement to which a Debtor is a party or any of its rights or interests thereunder (and any such general intangible or other contract or agreement or any of such Debtor's rights or interests thereunder shall not be deemed "Collateral" for any purpose hereunder) if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of such Debtor therein, (ii) a violation of a valid and enforceable restriction in respect of such general intangible, investment property or other such rights in favor of a third party or under any law, regulation, permit, order or decree of any governmental authority, unless and until all required consents shall have been obtained or (iii) a breach or termination (or result in any party thereto having the right to terminate) pursuant to the terms of, or a default under, any such contract, lease, instrument, permit, franchise, license or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC or any other applicable law or principles of equity); *provided, however*, that such Debtor has used all reasonable endeavors to remedy the condition causing such abandonment, invalidation, unenforceability or breach or termination and

further provided that such security interest shall attach immediately (and any such general intangible or other contract or agreement or any of such Debtor's rights or interests thereunder shall be immediately deemed "Collateral" for all purposes of this Agreement) at such time as the condition causing such abandonment, invalidation, unenforceability or breach or termination, as the case may be, shall be remedied and, to the extent severable, shall attach immediately to any portion of such contract, lease, instrument, permit, franchise or agreement that does not result in any of the consequences specified in the immediately preceding clause (i), (ii) or (iii) including, without limitation, any proceeds of such contract, lease, instrument, permit, franchise or agreement; (b) any outstanding capital stock of a Non-US Group Company other than 65 per cent. of the voting stock (and 100 per cent. of non-voting stock) of any Non-US Group Company that is a first tier "controlled foreign corporation" (as defined in Section 957 of the IR Code); or (c) any United States intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application and/or any registration that issues therefrom under applicable federal law).

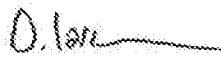
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Security Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured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

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Security 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 Security Agent's address is: HSBC Corporate Trustee Company (UK) Limited, 8 Canada Square, London E14 5HQ, United Kingdom, Attention: CTLA Trustee Administration.

IN WITNESS WHEREOF, the Debtor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of the date first set forth above.

PROSERV OPERATIONS LLC
PROSERV HOLDINGS INC.
PROSERV OFFSHORE INC.
ARGUS SUBSEA LLC
GILMORE VALVE COMPANY
PROSERV INTERNATIONAL HOLDINGS LLC
PROSERV OFFSHORE HOLDINGS, LLC

By: 
Name: Davis Larssen
Title: Vice President, Chief Financial Officer and
Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK
REEL: 004916 FRAME: 0473

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARKS

<u>TRADEMARK</u>	<u>Official No.</u>	<u>Country</u>	<u>Company/ Subsidiary</u>
HYDRASEA	77/618,648	United States of America	Galathea Group Inc.
HYDRASEAS	77/618,670	United States of America	Galathea Group Inc.
HYDRAFIT	8228017	European Community	Galathea Group Inc.
HYDRAFIT	251721	Norway	Galathea Group Inc.
HYDRAFIT	77/618,716	United States of America	Galathea Group Inc.
HYDRAFIT & Design	8228322	European Community	Galathea Group Inc.
HYDRAFIT & Design	251720	Norway	Galathea Group Inc.
HYDRAFIT & Design	77/618,829	United States of America	Galathea Group Inc.
GALATEA	77/632,361	United States of America	Galathea Group Inc.
GALATHEA (Class 7)	7437916	China	Galathea Group Inc.
GALATHEA (Class 9)	7437875	China	Galathea Group Inc.
GALATHEA	8227671	European Community	Galathea Group Inc.
GALATHEA	T09/04434Z	Singapore	Galathea Group Inc.
GALATHEA	77/632,380	United States of America	Galathea Group Inc.
ARGUS SUBSEA (Class 7)	830281100	Brazil	Galathea Group Inc.
ARGUS SUBSEA (Class 9)	830281118	Brazil	Galathea Group Inc.
ARGUS SUBSEA (Class 37)	830281126	Brazil	Galathea Group Inc.
ARGUS SUBSEA	1,435,289	Canada	Galathea Group Inc.
ARGUS SUBSEA (Class 7)	7437921	China	Galathea Group Inc.
ARGUS SUBSEA (Class 9)	7437922	China	Galathea Group Inc.
ARGUS SUBSEA (Class 37)	7437923	China	Galathea Group Inc.
ARGUS SUBSEA	8228652	European Community	Galathea Group Inc.
ARGUS SUBSEA (Class 7)	1004520	Mexico	Galathea Group Inc.
ARGUS SUBSEA (Class 9)	1004521	Mexico	Galathea Group Inc.
ARGUS SUBSEA (Class 37)	1119105	Mexico	Galathea Group Inc.
ARGUS SUBSEA	200904179	Norway	Galathea Group Inc.
ARGUS SUBSEA	T09/04435H	Singapore	Galathea Group Inc.
ARGUS SUBSEA	77/639,239	United States of America	Galathea Group Inc.
G (Stylized) (Class 7)	830304797	Brazil	Galathea Group Inc.
G (Stylized) (Class 9)	830304800	Brazil	Galathea Group Inc.
G (Stylized)	1439512	Canada	Galathea Group Inc.
G (Stylized) (Class 7)	7437917	China	Galathea Group Inc.
G (Stylized) (Class 9)	7437918	China	Galathea Group Inc.
G (Stylized)	8308363	European Community	Galathea Group Inc.
G (Stylized) (Class 7)	1008431	Mexico	Galathea Group Inc.
G (Stylized) (Class 9)	1008432	Mexico	Galathea Group Inc.
G (Stylized)	252202	Norway	Galathea Group Inc.

TRADEMARK

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G (Stylized)	T09/05490F	Singapore	Galathea Group Inc.
G (Stylized)	77/640,436	United States of America	Galathea Group Inc.
G GALATHEA GROUP (compound) (Class 7)	830304770	Brazil	Galathea Group Inc.
G GALATHEA GROUP (compound) (Class 9)	830304789	Brazil	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	1439419	Canada	Galathea Group Inc.
G GALATHEA GROUP (Stylized) (Class 7)	7437919	China	Galathea Group Inc.
G GALATHEA GROUP (Stylized) (Class 9)	7437920	China	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	8308447	European Community	Galathea Group Inc.
G GALATHEA GROUP (Stylized) (Class 7)	1008429	Mexico	Galathea Group Inc.
G GALATHEA GROUP (Stylized) (Class 9)	1008430	Mexico	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	252168	Norway	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	T09/05492B	Singapore	Galathea Group Inc.
G GALATHEA GROUP (Stylized)	77/640,451	United States of America	Galathea Group Inc.
"CAC" & Design	663134	Mexico	Proserv Operations LLC
"CAC"	678110	Mexico	Proserv Operations LLC
"CAC" & Design (mista)	822048000	Brazil	Proserv Operations LLC
"CAC"	822047977	Brazil	Proserv Operations LLC
"CAC"	Appln. (Processo) No. 822047985	Brazil	Proserv Operations LLC
"CAC" & Design	2543748	U.S.	Proserv Group Inc.
"CAC" instruments	2528865	U.S.	Proserv Group Inc.