

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAKO DEEPWATER, INC.		03/31/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	AMEGY BANK NATIONAL ASSOCIATION		
Street Address:	Five Post Oak Park, 4400 Post Oak Pkwy		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85470792	SEANIC	
Serial Number:	77726318	SEANIC	
Serial Number:	77726312	SEANIC	
Serial Number:	77726301	SEANIC	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7138924841		
Email:	sfrazier@nathansommers.com		
Correspondent Name:	Sarah Frazier		
Address Line 1:	2800 Post Oak Blvd., 61st Floor		
Address Line 4:	Houston, TEXAS 77056		
NAME OF SUBMITTER:	Sarah Frazier		
SIGNATURE:	/Sarah Frazier/		
DATE SIGNED:	04/10/2014		
Total Attachments: 3			
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OP \$115.00 85470792

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made this 31st day of March, 2014, between MAKO DEEPWATER, INC., a Texas corporation, having a place of business at 8860 Fallbrook Drive, Houston, Texas 77064 ("Grantor"), and AMEGY BANK NATIONAL ASSOCIATION, a national banking association, having a place of business at Five Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027, together with its successors and assigns, as Agent for the Lenders described below ("Agent").

WHEREAS, Grantor owns the trademarks and trademark applications listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, pursuant to that certain Credit Agreement dated as of March 31, 2014, among DAMPIER SUBSEA CORP., a Delaware corporation ("Borrower"), the financial institutions described therein as lenders ("Lenders"), and Agent (as the same may be amended, modified or restated from time to time, the "Credit Agreement"), Lenders have agreed to extend revolving and term credit facilities to Borrower;

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of March 31, 2014, between Grantor and Agent (the "Security Agreement"), Grantor has granted to Agent a security interest in all of its trademarks and trademark applications (except for all United States intent to use trademark applications with respect to which the grant of a security interest therein would impair the validity or enforceability of such intent to use trademark application under federal law), whether now owned or existing or hereafter arising or acquired, as collateral to secure the Obligations (as defined in the Credit Agreement), the Guaranteed Indebtedness (as defined in the Credit Agreement) and the Banking Services Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

1. Grantor hereby grants to Agent a security interest in the following property, whether now owned or hereafter arising or acquired and wherever arising or located (the "Trademark Collateral"): (a) all of Grantor's right, title and interest in and to the trademarks and trademark applications listed on Schedule A attached hereto, and (b) all proceeds and products of the foregoing.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to its security interests in the Trademark Collateral made and granted herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

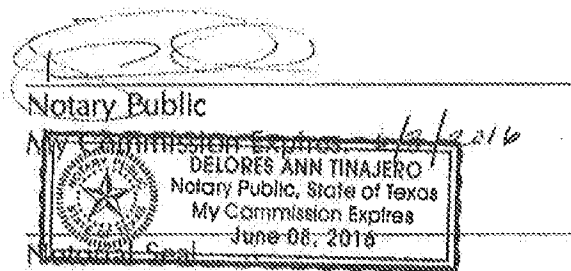
MAKO DEEPWATER, INC.

By: Thomas Ayars
Thomas Ayars
President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared Thomas Ayars, President of MAKO DEEPWATER, INC., a Texas corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28 day of March, 2014.



Schedule A

TRADEMARKS

<u>USPTO Serial No.</u>	<u>USPTO Registration No.</u>
85470792	4164658
77726318	3938444
77726312	3911726
77726301	3938443

TRADEMARK APPLICATIONS

None