

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bisso Marine, LLC		10/02/2015	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street, 11th Floor		
Internal Address:	Mail Code TX1-492-11-23		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3516264	BISSO MARINE	
Registration Number:	3649455	BISSO	
Registration Number:	3825608	BISSO PIPELINE SERVICES	
Registration Number:	3611234	BISSO SAFETY FIRST	
Registration Number:	3516250		
Registration Number:	3414313	BISSO MARINE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<i>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.</i>			
Phone:	617-523-2700		
Email:	susan.dinicola@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	136133.00016		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		

OP \$165.00 3516264

DATE SIGNED:	10/06/2015
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Total Attachments: 5

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PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), (this "Agreement"), dated as of October 2, 2015, by the undersigned (the "Grantor"), in favor of BANK OF AMERICA, N.A., as Lender (in such capacity, together with its successors and assigns in such capacity, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Bisso Marine, LLC, a Louisiana limited liability company ("Bisso Marine"), and each other Person joined thereto as a Borrower from time to time (such Persons, together with Bisso Marine, collectively, the "Borrowers"), and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loan for the benefit of Borrowers;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST. To secure the Obligations, Grantor hereby grants to Lender, a security interest in all of Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"):

(a) all of Grantor's (i) letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith and (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof (the "Patents"), including those set forth on Schedule I hereto;

(b) all of Grantor's written agreements providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent (the "Patent Licenses"), to which Grantor is a party, including those set forth on Schedule I hereto;

(c) all of Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks,

logos and other source or business identifiers, 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 or any political subdivision thereof, or otherwise, and all common-law rights related thereto (the “Trademarks”), including those set forth on Schedule I hereto;

(d) all of Grantor’s written agreements providing for the grant by or to Grantor of any right to use any Trademark (the “Trademark Licenses”), including those set forth on Schedule I hereto;

(e) all reissues, continuations or extensions of the foregoing; and

(f) subject to the Loan Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any (i) Patent or any Patent licensed exclusively under any Patent License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any such exclusive Patent License and (ii) Trademark or Trademark License or injury to the goodwill associated with any Trademark or Trademark License.

3. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may executed this Agreement by signing and delivering one or more counterparts.

5. GOVERNING LAW, CONSENT TO FORUM, AND WAIVERS BY BORROWERS. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, CONSENT TO FORUM, AND WAIVERS BY BORROWERS SET FORTH IN SECTIONS 12.13, 12.14 AND 12.15 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

BISSO MARINE, LLC,
a Louisiana limited liability company

By: 
Name: William A. Bisso, IV
Title: President and Chief Executive Officer

Accepted and acknowledged by:

LENDER:

BANK OF AMERICA, N.A.

By: 
Name: Catherine Ngo
Title: Vice President

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

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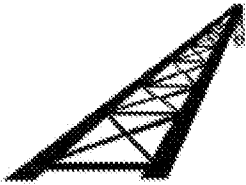
TRADEMARK
REEL: 005638 FRAME: 0626

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

Owner Name	Patent No.	Application No.	Publication No.	Title
Bisso Marine, LLC	6705029	10/101,864	20030177670	Trenching Machine
Bisso Marine, LLC		13/915,383	20140000424	Cutting Apparatus and Method
Bisso Marine, LLC	8464621	12/825565	20110314979	Cutting Apparatus and Method

Trademarks

Owner Name	Registration No.	Serial No.	Mark
Bisso Marine, LLC	3516264	77427336	Bisso Marine
Bisso Marine, LLC	3649455	77427116	BISSO
Bisso Marine, LLC	3825608	77427093	Bisso Pipeline Services
Bisso Marine, LLC	3611234	77427079	Bisso Safety First
Bisso Marine, LLC	3516250	77427015	
Bisso Marine, LLC	3414313	77244589	Bisso Marine