

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Torch Offshore, Inc.	08/31/2005

RECEIVING PARTY DATA

Name:	Cal Dive International, Inc.
Street Address:	400 N. Sam Houston Parkway East
Internal Address:	Suite 400
City:	Houston
State/Country:	TEXAS
Postal Code:	77060-3548

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	6554538
Patent Number:	6702519
Patent Number:	6733208
Patent Number:	6761505
Patent Number:	7029206
Application Number:	11405210
PCT Number:	US0221253
PCT Number:	US0302032
Application Number:	11031677

CORRESPONDENCE DATA

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PATENT

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CH \$360.00 6554538

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ATTORNEY DOCKET NUMBER:	09802641
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NAME OF SUBMITTER:	Richard S. Zembek
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Total Attachments: 3

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PATENT ASSIGNMENT

This Patent Assignment (this "Assignment"), dated as of August 31, 2005, is made by Torch Offshore, Inc., a Delaware corporation ("Assignor"), in favor of Cal Dive International, Inc., a Minnesota corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, pursuant to Section 4.1(g) of that certain Amended and Restated Asset Purchase Agreement, dated as of June 9, 2005, by and among Assignee, Assignor, Torch Offshore, L.L.C., a Delaware limited liability company, and Torch Express, L.L.C., a Louisiana limited liability company (the "Asset Purchase Agreement"), Assignor desires to transfer to Assignee the Patents (as hereinafter defined) and all right, title and interest thereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Asset Purchase Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment of the Patents. Assignor does hereby assign, grant, transfer, contribute and deliver to Assignee the full, exclusive and entire right, title, and interest in and to: (i) the patents and patent applications listed on Schedule A attached hereto; (ii) any divisions, continuations, continuations-in-part, renewals and reissues thereof; (iii) all inventions and improvements disclosed and described therein, as well as any corresponding (in whole or in part) future United States or foreign patents and patent applications; and (iv) the right to claim any applicable priority rights arising from the scheduled patents and patent applications or otherwise required for said corresponding future United States or foreign patents and applications under the terms of any applicable conventions, treaties, statutes, or regulations (collectively, the "Patents"). Assignor hereby requests the Commissioner for Patents to issue any and all Patents to Assignee, as the assignee, for its interest and for the sole use and benefit of Assignee and its assigns and legal representatives. All rights to the Patents, including, without limitation, the right to sue for any damages and other remedies in respect of any infringement of the Patents which may have occurred prior to the date of this Assignment shall be the sole property of Assignee and inure to the benefit of Assignee. Assignor further agrees that all necessary records of such Assignor to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to Assignee, in the event such records are needed in connection with any of the assigned Patents.


2. Further Assurances. Assignor agrees without any additional consideration therefor to sign all documents, execute all divisional, continuing, renewal, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid Assignee, its successors, assigns, and nominees, to obtain and enforce proper protection for all said Patents in all applicable countries throughout the world.

3. Successors and Assigns. Assignor hereby acknowledges that the terms and provisions of this Assignment and the respective rights and obligations of such Assignor and rights of Assignee hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns.

4. Recordings. Assignor hereby acknowledges that an executed copy of this Assignment may be filed with the United States Patent and Trademark Office or in the patent office of any other country or region, as applicable, by Assignee or its affiliates at any time.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered as of the date and year first above written.

TORCH OFFSHORE, INC.,
a Delaware corporation

By: 
Name: Stewart F. Peck
Title: Agent and Attorney-in-Fact

Schedule A

Country	App. Serial #	Patent #	Title
United States	09/898,561	6,554,538	Reel type pipeline laying ship and method
United States	10/117,946	6,702,519	Reel type pipeline laying ship and method
United States	10/285,376	6,733,208	Reel type pipeline laying ship and method
United States	10/050,430	6,761,505	Reel type pipeline laying ship and method
United States	11/[0131],677	None	Improved underwater trenching apparatus
PCT	PCT/US02/21253	None	Reel type pipeline laying ship and method
Australia	2002354783 *entered national stage from PCT/US02/21253	None	Reel type pipeline laying ship and method
Brazil	P10205278-4 *entered national stage from PCT/US02/21253	None	Reel type pipeline laying ship and method
Canada	2,417,280 *entered national stage from PCT/US02/21253	None	Reel type pipeline laying ship and method
Mexico	PA/a/2003/001916 *entered national stage from PCT/US02/21253	None	Reel type pipeline laying ship and method
Norway	2003 0008 *entered national stage from PCT/US02/21253	None	Reel type pipeline laying ship and method
Trinidad	TT/A/2003/00013 *entered national stage from PCT/US02/21253	None	Reel type pipeline laying ship and method
United Kingdom	0300230.0 *entered national stage from PCT/US02/21253	None	Reel type pipeline laying ship and method
PCT	PCT/US03/02032	None	Reel type pipeline laying ship and method
Australia	2003205302 *entered national stage from PCT/US03/02032	None	Reel type pipeline laying ship and method
Brazil	PI0301999-3 *entered national stage from PCT/US03/02032	None	Reel type pipeline laying ship and method
Canada	2,432,806 *entered national stage from PCT/US03/02032	None	Reel type pipeline laying ship and method
Mexico	PA/a/2003/008701 *entered national stage from PCT/US03/02032	None	Reel type pipeline laying ship and method
Norway	20033197 *entered national stage from PCT/US03/02032	None	Reel type pipeline laying ship and method
Trinidad	TT/A/2003/00126 *entered national stage from PCT/US03/02032	None	Reel type pipeline laying ship and method
United Kingdom	0316148.6 *entered national stage from PCT/US03/02032	None	Reel type pipeline laying ship and method