

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trico Marine Services, Inc.		02/21/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc.
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: DELAWARE

Name:	The Bank of New York
Street Address:	600 E. Las Colinas Blvd.
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	221409	
Registration Number:	2692119	CORPORATE EDGE
Registration Number:	2685835	TRICO

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2028350240
 Email: daved.alexander@t-t.com

CH \$90.00 221409

Correspondent Name: Thomson & Thomson
Address Line 1: 1750 K St NW
Address Line 2: Ste 200
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	Daved Alexander
Signature:	/Daved Alexander/
Date:	05/09/2005

Total Attachments: 7

source=Trico, Bear Stearns and Bank of NY#page1.tif
source=Trico, Bear Stearns and Bank of NY#page2.tif
source=Trico, Bear Stearns and Bank of NY#page3.tif
source=Trico, Bear Stearns and Bank of NY#page4.tif
source=Trico, Bear Stearns and Bank of NY#page5.tif
source=Trico, Bear Stearns and Bank of NY#page6.tif
source=Trico, Bear Stearns and Bank of NY#page7.tif

TRADEMARK SECURITY AGREEMENT, dated as of February 21, 2005 (this "Agreement"), by TRICO MARINE SERVICES, INC., a Delaware corporation (the "Company" or the "Grantor"), in favor of BEAR STEARNS CORPORATE LENDING INC., as collateral agent for the Revolving Credit Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Revolving Credit Collateral Agent"), and THE BANK OF NEW YORK, as collateral agent for the Term Loan Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Term Loan Collateral Agent" and together with the Revolving Credit Collateral Agent, collectively, the "Collateral Agents").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement (Exit), dated as of February 21, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TRICO MARINE ASSETS, INC., a Delaware corporation, as a Borrower and a Guarantor; TRICO MARINE OPERATORS, INC., a Louisiana corporation, as a Borrower and a Guarantor; the Company, as a Guarantor; TRICO MARINE INTERNATIONAL, INC., a Louisiana corporation, TRICO MARINE INTERNATIONAL HOLDINGS B.V., a Netherlands limited company (*besloten vennootschap*), TRICO SUPPLY AS, a Norway limited company, and the other Subsidiaries (as defined therein) of the Company listed on the signature pages thereof or becoming a signatory thereof from time to time by addendum as provided therein, as Guarantors and/or as Credit Parties; the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (collectively, the "Lenders"), whether by Addendum or Assignment and Acceptance; BEAR, STEARNS & CO. INC., as sole lead arranger and sole bookrunner; BEAR STEARNS CORPORATE LENDING INC., as Administrative Agent and as Revolving Credit Collateral Agent, and THE BANK OF NEW YORK, as Term Loan Collateral Agent, the Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is required to execute and deliver this Agreement pursuant to Section 10 of the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agents to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Collateral Agents as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Rules of Interpretation. The rules of interpretation specified in Section 1.2 of the Credit Agreement shall be applicable to this Agreement.

SECTION 3. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Revolving Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Revolving Credit Collateral Agent for the benefit of the Revolving Secured Parties, and grants to the Revolving Credit Collateral Agent for the benefit of the Revolving Secured Parties a security interest in, and other Liens on, all of its right, title and interest in, to and under the Trademark Collateral (as defined below) of the Grantor, provided that no security interest is hereby granted in United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated

maturity, by acceleration or otherwise) of the Term Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Term Loan Collateral Agent for the benefit of the Term Secured Parties, and grants to the Term Loan Collateral Agent for the benefit of the Term Secured Parties a security interest in, and other Liens on, all of its right, title and interest in, to and under the Trademark Collateral (as defined below) of the Grantor, provided that no security interest is hereby granted in United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law. For purposes hereof, "Trademark Collateral" means:

(a) all of the Grantor's Trademarks and Trademark Licenses to which the Grantor is a party, including those referred to on Schedule I hereto;

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

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

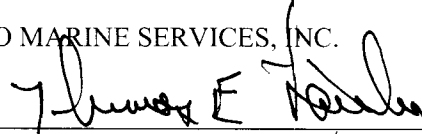
SECTION 4. Section 10 of the Credit Agreement. The security interests and other Liens granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Revolving Credit Collateral Agent and the Term Loan Collateral Agent pursuant to Section 10 of the Credit Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Revolving Credit Collateral Agent and the Term Loan Collateral Agent with respect to the security interests granted to them in the Trademark Collateral made and granted hereby are more fully set forth in Section 10 of the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

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

TRICO MARINE SERVICES, INC.

By:



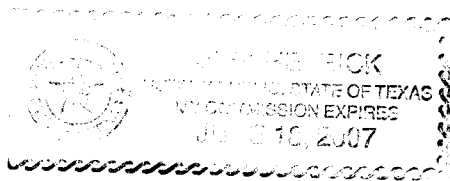
Name: Thomas E. Fairley

Title: Chief Executive Officer and President

Acknowledgement of Grantor

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

On this 10 day of MAR, 2005 before me personally appeared THOMAS FAIRLEY, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TRICC MARINE, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.




David H. Trick
Notary Public

**COUNTERPART SIGNATURE PAGE TO
THE TRADEMARK SECURITY
AGREEMENT**

ACCEPTED AND AGREED as of the date first set forth above:

BEAR STEARNS CORPORATE LENDING
INC., as Revolving Credit Collateral
Agent

By: 
Name: _____
Title: **VICTOR BULZACCHELLI**
VICE PRESIDENT

**COUNTERPART SIGNATURE PAGE TO
THE TRADEMARK SECURITY
AGREEMENT**

ACCEPTED AND AGREED as of the date first set forth above:

THE BANK OF NEW YORK, as Term Loan Collateral
Agent

By: *James B. Cusumano, Jr.*
Name: *James B. Cusumano, Jr.*
Title: *Vice President*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

1. Registered Trademarks

Mark	Registration Number	Date
Norwegian Trademark of Trico Oval and Wave Mark	221409	10/22/2003
Community Trademark of Trico Oval and Wave Mark	2692119	04/22/2003
US Trademark of Trico Oval and Wave Mark	2685835	02/11/2003

2. Trademark Applications

NONE.

3. Trademark Licenses

NONE.