

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391678

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AQUEOS CORPORATION		07/11/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WOODFOREST NATIONAL BANK		
<b>Street Address:</b>	28001 CABOT DRIVE		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	NOVI		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48377		
<b>Entity Type:</b>	National Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4439253	AQUEOS	
<b>Registration Number:</b>	3748801	A	
<b>Registration Number:</b>	3748800	A AQUEOS	
<b>Registration Number:</b>	3748799	A AQUEOS EXCELLENCE IN SUBSEA SOLUTIONS	
<b>Registration Number:</b>	4939179	SPLASH	
<b>Registration Number:</b>	4949501	SPLASH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7346231625		
<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>			
<b>Phone:</b>	313-223-3461		
<b>Email:</b>	nzemgulis@dickinsonwright.com		
<b>Correspondent Name:</b>	DANIEL F. BURKHART		
<b>Address Line 1:</b>	500 WOODWARD AVE.		
<b>Address Line 2:</b>	SUITE 4000		
<b>Address Line 4:</b>	DETROIT, MICHIGAN 48226		
<b>ATTORNEY DOCKET NUMBER:</b>	66660-16		
<b>NAME OF SUBMITTER:</b>	DANIEL F. BURKHART		
<b>SIGNATURE:</b>	/DANIEL F. BURKHART/		

OP \$165.00 4439253

<b>DATE SIGNED:</b>	07/18/2016
---------------------	------------

**Total Attachments: 8**  
source=66660-16\_Security Agreement#page1.tif  
source=66660-16\_Security Agreement#page2.tif  
source=66660-16\_Security Agreement#page3.tif  
source=66660-16\_Security Agreement#page4.tif  
source=66660-16\_Security Agreement#page5.tif  
source=66660-16\_Security Agreement#page6.tif  
source=66660-16\_Security Agreement#page7.tif  
source=66660-16\_Security Agreement#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of July 11, 2016, is made by **AQUEOS CORPORATION**, a California corporation (the "Grantor") in favor of **WOODFOREST NATIONAL BANK** (through its WNB Specialty Finance division) (the "Secured Party").

Grantor has entered into a Loan and Security Agreement dated on or about the date hereof (as it may be amended, restated, supplemented, or modified from time to time, the "Loan Agreement") with Secured Party.

Under the terms of the Loan Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal, state, and foreign government authorities including but not limited to, with respect to individual patents, registered trademarks and registered copyrights, and applications for the foregoing, recording with the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title, and interest in and to the following (the "IP Collateral"):

1.1 The patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (the "Patents");

1.2 The trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

1.3 All copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including but not limited to the copyright registrations, applications, and exclusive copyright licenses set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

1.4 All rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.5 Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.6 Any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials, foreign or domestic, to record and register this IP Security Agreement upon request by the Secured Party. Upon Secured Party's request, each Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record (including recording with domestic or foreign governmental authorities or officials) or preserve Secured Party's interest in all IP Collateral.

3. New or Newly Identified IP Collateral. If the Grantor (i) becomes aware of any existing IP Collateral of which the Grantor has not previously informed Secured Party, (ii) obtains rights to any new patentable inventions or other IP Collateral, or (iii) becomes entitled to the benefit of any IP Collateral which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement shall automatically apply thereto and the Grantor must give to Secured Party prompt written notice thereof. The Grantor hereby authorizes Secured Party to modify this IP Security Agreement by amending Schedules 1, 2, and 3, as applicable, to include any such IP Collateral, and to request the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials (domestic or foreign) to record and register or re-record or re-register this IP Security Agreement. Upon Secured Party's request, the Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Secured Party's interest in all IP Collateral added to Schedules 1, 2, and 3 pursuant to this Section.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

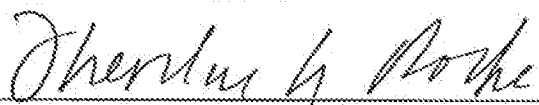
5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of Michigan.

[SIGNATURE PAGE FOLLOWS]

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

**AQUEOS CORPORATION**

By:   
Theodore K. Roche, IV, President and CEO

Address for Notices: Aqueos Corporation  
101 Millstone Road  
Broussard, Louisiana 70518  
Attention: Theodore K. Roche, IV  
Fax: (337) 839-8354

AGREED TO AND ACCEPTED:

**WOODFOREST NATIONAL BANK**

By: \_\_\_\_\_  
Charles Stephenson, Senior Vice President

Address for Notices: Woodforest National Bank  
28001 Cabot Drive, Suite 240  
Novi, Michigan 48377  
Attention: Charles Stephenson  
Fax: (248) 994-0682

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

**AQUEOS CORPORATION**

By: \_\_\_\_\_  
Theodore K. Roche, IV, President and CEO

Address for Notices: Aqueos Corporation  
101 Millstone Road  
Broussard, Louisiana 70518  
Attention: Theodore K. Roche, IV  
Fax: (337) 839-8354

AGREED TO AND ACCEPTED:

**WOODFOREST NATIONAL BANK**



By: Charles O. Stephenson  
Charles Stephenson, Senior Vice President

Address for Notices: Woodforest National Bank  
28001 Cabot Drive, Suite 240  
Novi, Michigan 48377  
Attention: Charles Stephenson  
Fax: (248) 994-0682



## SCHEDULE 1 – PATENTS

	<b>ABSTRACT</b>	<b>PATENT/APPLICATION NO. &amp; DATE</b>
<p><b>JET POWERED MULTIHULL NETWORKED VESSEL FOR PROVIDING DIVING SERVICES WITH AN ONBOARD WATER JETTING SYSTEM AND REAL TIME DIVER TRACKING</b></p>	<p>A diving services multihull vessel with a starboard pontoon and a port pontoon, with dive support stations built into the bow and stern, a port independently operable water jet drive operated by a port diesel engine; a starboard independently operable water jet drive operated by a starboard diesel engine; a dive compressor; a water jetting unit, a hydraulic power unit, a decompression chamber, a generator; a fuel tank, an onboard dive server for tracking divers and monitoring dive operations and presenting the information on the display as well as for tracking sensor signals including diver depth, elapsed time of dive, ambient water temperature around a diver, video and/or audio feed from a diver and presenting on a display, as well as transmitting via a network to a location remote to the vessel, wherein the vessel further includes a helm control connected to a navigation control and the jet drives.</p>	<p>Patent No. 8,807,058 August 19, 2014</p>
<p><b>METHOD FOR PROVIDING LIVEBOATING SERVICES WITH AN ONBOARD JET PUMP AND REAL TIME DIVER TRACKING USING A JET POWERED MULTIHULL NETWORKED VESSEL</b></p>	<p>A method for tracking divers, tracking status of diver tasks, and providing a diving jet propelled multihull vessel providing a water jetting unit, wherein the method uses an administrative server; downloading the specific lists to an onboard dive server; creating a payroll time sheet for the vessel crew and the dive team; downloading information from the administrative server to an onboard dive server; using onboard software in an onboard dive server to track; and using onboard software in an onboard dive server to create and present an executive dashboard of diver tasks, diver video and vessel information to users via a network.</p>	<p>Application No. 14184509 February 19, 2014</p>
<p><b>SYSTEM FOR PROVIDING DIVING SERVICES USING A JET POWERED MULTIHULL NETWORKED VESSEL WITH AN ONBOARD WATER JETTING SYSTEM AND REAL TIME DIVER TRACKING</b></p>	<p>A system for providing diving services with a multihull vessel comprising an administrative server in communication with an administrative display and a network; and a multihull vessel in communication with the network and the administrative server comprising a hull with dive support stations, a bidirectional diver communication device, a port independently operable</p> <p>5 water jet drive, a starboard independently operable water jet drive, a dive compressor in communication with a dive control station, a generator, fuel tanks, a hydraulic power unit for use by divers, a helm control for controlling the jet drives and navigation control, and a main dive control station in communication with the network mounted to the hull.</p>	<p>Application No. 14184551 February 19, 2014</p>

**SCHEDULE 2 – TRADEMARKS**

	<b>CLASS(ES) AND GOODS/SERVICES</b>	<b>REGISTRATION NO. &amp; DATE (SERIAL NO. &amp; FILING DATE)</b>
<p align="center">6988-00100 AQUEOS</p>	<p>37: Marine construction, namely, construction and construction maintenance and repair of underwater pipelines, oil and gas platforms, marine terminals, docks, loading buoys, bridges and well heads, and inspection services in the course of construction of the foregoing; all performed by commercial divers predominantly in the offshore oil and gas sector</p> <p>39: Rental and leasing of Remote Operated Vehicles (ROV) and dive support and supply vessels for use underwater in marine construction for commercial diving in the offshore oil and gas industry</p>	<p align="center">Reg. No. 4439253 November 26, 2013  (85880171 March 19, 2013)</p>
<p align="center">6988-00200 Design (A)</p> 	<p>37: Marine construction, namely, construction and construction maintenance and repair of underwater pipelines, oil and gas platforms, marine terminals, docks, loading buoys, bridges and well heads and inspection services in the course of construction of the foregoing; all performed by commercial divers predominately in the offshore oil and gas sector</p> <p>39: Rental and leasing of Remote Operated Vehicles (ROV) and dive support and supply vessels for use underwater in marine construction for commercial diving in the offshore oil and gas sector</p>	<p align="center">Reg. No. 3748801 February 16, 2010  (77724835 April 29, 2009)</p>
<p align="center">6988-00300 AQUEOS &amp; Design</p> 	<p>37: Marine construction, namely, construction and construction maintenance and repair of underwater pipelines, oil and gas platforms, marine terminals, docks, loading buoys, bridges and well heads and inspection services in the course of construction of the foregoing; all performed by commercial divers predominately in the offshore oil and gas sector</p> <p>39: Rental and leasing of Remote Operated Vehicles (R)V and dive support and supply vessels for use underwater in marine construction for commercial diving in the offshore oil and gas sector</p>	<p align="center">Reg. No. 3748800 February 16, 2010  (77724806 April 29, 2009)</p>



	<b>CLASS(ES) AND GOODS/SERVICES</b>	<b>REGISTRATION NO. &amp; DATE (SERIAL NO. &amp; FILING DATE)</b>
<p>6988-00400 AQUEOS &amp; Design</p> 	<p>37: Marine construction, namely, construction and construction maintenance and repair of underwater pipelines, oil and gas platforms, marine terminals, docks, loading buoys, bridges and well heads and inspection services in the course of construction of the foregoing, all performed by commercial divers predominately in the offshore oil and gas sector</p> <p>39: Rental and leasing of Remote Operated Vehicles (ROV) and dive support and supply vessels for use underwater in marine construction for commercial diving in the offshore oil and gas sector</p>	<p>Reg. No. 3748799 February 16, 2010</p> <p>(77724781 April 29, 2009)</p>
<p>6988-00500 SPLASH</p>	<p>37: Marine construction, namely, construction and construction maintenance and repair of underwater pipelines, oil and gas platforms, marine terminals, docks, loading buoys, bridges and well heads, and inspection services in the course of construction of the foregoing; all performed by commercial divers predominantly in the offshore oil and gas sector</p> <p>39: Rental and leasing of Remote Operated Vehicles (ROV) and dive support and supply vessels for use underwater in marine construction for commercial diving in the offshore oil and gas industry</p>	<p>Reg. No. 4939179 April 19, 2016</p> <p>(86630909 May 15, 2015)</p>
<p>6988-00600 SPLASH &amp; Design</p> 	<p>37: Marine construction, namely, construction and construction maintenance and repair of underwater pipelines, oil and gas platforms, marine terminals, docks, loading buoys, bridges and well heads, and inspection services in the course of construction of the foregoing; all performed by commercial divers predominantly in the offshore oil and gas sector</p> <p>39: Rental and leasing of Remote Operated Vehicles (ROV) and dive support and supply vessels for use underwater in marine construction for commercial diving in the offshore oil and gas industry</p>	<p>Reg. No. 4949501 May 3, 2016</p> <p>(86630938 May 15, 2015)</p>

**SCHEDULE 3 – COPYRIGHTS**

None.