

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM520007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement Supplement No. 1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GDS Holding, Inc.		04/19/2019	Corporation: WASHINGTON
Global Diving & Salvage, Inc.		04/19/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4031468	GLOBAL	
Registration Number:	4916542	GLOBAL DIVING	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	04/19/2019		
Total Attachments: 6			
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT NO. 1**

April 19, 2019

Reference is made to the Amended and Restated Intellectual Property Security Agreement, dated as of February 15, 2019 (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “Intellectual Property Security Agreement”) made by Moran Towing Corporation, a New York corporation, as a Grantor, and the other Grantors party thereto from time to time to Bank of America, N.A., as Administrative Agent. The terms defined in the Intellectual Property Security Agreement (or in the Credit Agreement referred to therein) and not otherwise defined herein are used herein as therein defined.

Each of GDS Holding, Inc., a Washington corporation (“GDS Holding”), and Global Diving & Salvage, Inc., a Washington corporation (“Global”; GDS Holding and Global are collectively referred to herein as the “Additional Grantors” and individually as an “Additional Grantor”), hereby agrees, as of the date first above written, to become a Grantor under the Intellectual Property Security Agreement as if it were an original party thereto and agrees that each reference in the Intellectual Property Security Agreement to “Grantor” shall also mean and be a reference to such Additional Grantor.

Each Additional Grantor hereby pledges to the Administrative Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, as security for the Secured Obligations a lien on and security interest in, all of the right, title and interest of such Additional Grantor, whether now owned or hereafter acquired, in and to Intellectual Property Collateral owned by such Additional Grantor, including, but not limited to, the property listed on Annex I, II, III and IV hereto. Schedules I, II, III and IV to the Intellectual Property Security Agreement are hereby supplemented by Annexes I, II, III and IV hereto, respectively. Each Additional Grantor hereby certifies that such Annexes have been prepared in substantially the form of Schedules I, II, III and IV to the Intellectual Property Security Agreement and are true, accurate and complete in all material respects as of the date hereof.

Each Additional Grantor hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement (as supplemented by the attached Annexes) to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each other Grantor.

This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, intending to be legally bound, each Additional Grantor has caused this Supplement to be duly executed as of the date first above written.

GDS HOLDING, INC.
GLOBAL DIVING & SALVAGE, INC.

By: 
Name: Brian House
Title: President and Secretary

**ANNEX I
TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT NO. 1**

Patents and Patent Applications

Grantor	Patent Title	Patent No. or Application No.	Issue Date or Filing Date	Country
Global Diving & Salvage, Inc.	SAMPLE RETRIEVAL APPARATUS AND METHOD	8539846	9/24/2013	USA

**ANNEX II
TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT NO. 1**

Trademark Registrations and Applications

Grantor	Trademark or Service Mark	Registration No. or Application No.	Reg. Date or App. Date	Country
Global Diving & Salvage, Inc.	GLOBAL	4,031,468	9/27/2011	USA
Global Diving & Salvage, Inc.	GLOBAL DIVING	4,916,542	3/15/2016	USA

**ANNEX III
TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT NO. 1**

Copyright Registrations and Applications

None.

**ANNEX IV
TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT NO. 1**

Licenses

None.