



Registration of a Charge

Company name: **AITON & CO LIMITED**

Company number: **03573344**

Received for Electronic Filing: **15/07/2020**



X99C1RSF

Details of Charge

Date of creation: **30/06/2020**

Charge code: **0357 3344 0009**

Persons entitled: **WILMINGTON TRUST, NATIONAL ASSOCIATION**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MILES TONKIN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3573344

Charge code: 0357 3344 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2020 and created by AITON & CO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th July 2020 .

Given at Companies House, Cardiff on 16th July 2020

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

PLEDGE AND SECURITY AGREEMENT

made by

McDermott International, Ltd,

certain of its Subsidiaries,

and each member of the MII Group

in favor of

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

Dated June 30, 2020

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ANNEX 1 — FORM OF ASSUMPTION AGREEMENT

This Pledge and Security Agreement dated as of June 30, 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this “Agreement”) is executed by each of the undersigned (together with any other grantor that may become a party hereto as provided in Section 8.14, each, individually a “Grantor” and collectively, the “Grantors”), in favor of Wilmington Trust, National Association, as collateral agent (in such capacity and together with its successors in such capacity, the “Collateral Agent”), for the benefit of the Security Agreement Secured Parties (as defined below).

Reference is made to (i) the 2019 Superpriority Pledge and Security Agreement (used herein as defined in the Credit Agreement defined below) and (ii) the DIP Pledge and Security Agreement (used herein as defined in the Credit Agreement defined below), each of which, subject to Section 8.21, shall be deemed for all purposes superseded and replaced by this Agreement.

This Agreement is given in connection with (i) the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), among Lealand Finance Company B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (the “Borrower”), McDermott International, Ltd, a Bermuda exempted company limited by shares (the “Parent”), Crédit Agricole Corporate and Investment Bank, as LC Administrative Agent (as defined in the Credit Agreement), Barclays Bank PLC, as Term Loan Administrative Agent (as defined in the Credit Agreement), and the lenders and the issuers from time to time parties thereto, and (ii) the other Secured Debt Documents.

In connection with the Credit Agreement and the other Secured Debt Documents, the Grantors, the Collateral Agent and the Secured Debt Representatives (as defined in the Collateral Agency Agreement referred to below) party thereto from time to time, on behalf of the Secured Parties (as defined in the Collateral Agency Agreement), have entered into the Collateral Agency Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Collateral Agency Agreement”).

Each Grantor hereby agrees with the Collateral Agent, for the benefit of the Security Agreement Secured Parties, as follows:

SECTION 1 DEFINED TERMS.

1.1 Definitions.

(a) Unless otherwise defined herein, terms defined in the Collateral Agency Agreement and used herein have the meanings given to them in the Collateral Agency Agreement and, unless otherwise defined herein or in the Collateral Agency Agreement, terms defined in the Credit Agreement and used herein have the meanings given to them in the Credit Agreement. The following terms are used herein as defined in the New York UCC (and if defined in more than one Article of the New York UCC, such terms have the meanings given in Article 9 thereof): Accounts, Account Debtor, As-Extracted Collateral, Certificated Security, Chattel Paper, Commercial Tort Claim, Commodity Account, Commodity Contract, Commodity Intermediary, Documents, Deposit Account, Electronic

Chattel Paper, Equipment, Farm Products, Financial Asset, Fixtures, General Intangibles, Goods, Instruments, Inventory, Money, Payment Intangibles, Securities Account, Securities Intermediary, Security, Security Entitlement, Supporting Obligations, Tangible Chattel Paper and Uncertificated Security. References in this Agreement to the New York UCC, the UCC or the Uniform Commercial Code or to terms defined respectively therein shall, as the context requires and in respect of any Collateral located in Canada or any Collateral for which any filing or perfection steps will be taken in Canada, include references to the equivalent or applicable provisions of the personal property security Laws of an applicable Canadian province or territory (or to any other relevant Canadian Laws, including in respect of any securities transfer requirements) (the “PPSA”).

(b) The following terms shall have the following meanings:

“After-Acquired Intellectual Property” has the meaning assigned to such term in Section 5.10(i).

“Agreement” has the meaning assigned to such term in the preamble.

“Borrower” has the meaning assigned to such term in the preamble to this Agreement.

“Canadian Consumer Goods” means Consumer Goods (as defined in personal property security Laws of an applicable Canadian province or territory) of any Canadian Grantor.

“Canadian Grantor” means each Grantor that is incorporated or established in Canada, including in any province or territory of Canada.

“Cash Secured LC Cash Collateral Account” means Account No. [REDACTED] maintained by the Borrower, as customer, with Cr dit Agricole Corporate and Investment Bank, as the depositary bank.

“Collateral” has the meaning assigned to such term in Section 3.

“Collateral Account” means any collateral account established by the Collateral Agent as provided in Sections 6.1 or 6.4.

“Collateral Account Funds” means, collectively, the following: all funds (including all trust monies) and investments (including all cash equivalents) credited to, or purchased with funds from, any Collateral Account and all certificates and instruments from time to time representing or evidencing such investments; all Money, notes, certificates of deposit, checks and other instruments from time to time hereafter delivered to or otherwise possessed by the Collateral Agent for or on behalf of any Grantor in substitution for, or in addition to, any or all of the Collateral; and all interest, dividends, cash, instruments and other property from time to time received in, receivable or otherwise distributed to the Collateral Account in respect of or in exchange for any or all of the items constituting Collateral.

“Collateral Agency Agreement” has the meaning assigned to such term in the preamble to this Agreement.

“Collateral Agent” has the meaning assigned to such term in the preamble to this Agreement.

“Contracts” means all contracts and agreements between any Grantor and any other Person (in each case, whether written or oral, or third party or intercompany) as the same may be amended, assigned, extended, restated, supplemented, replaced or otherwise modified from time to time including (i) all rights of any Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of any Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect thereto, (iii) all rights of any Grantor to damages arising thereunder and (iv) all rights of any Grantor to terminate, and to perform and compel performance of, such Contracts and to exercise all remedies thereunder.

“Copyright Licenses” means any agreement, whether written or oral, naming any Grantor as licensor or licensee (including those listed in Schedule 4.9 (as such schedule may be amended or supplemented from time to time)), granting any right in, to or under any Copyright, including the grant of rights to publicly perform, display, copy, prepare derivative works or distribute under any Copyright. This term shall exclude implied licenses and any rights obtained or granted under a copyright pursuant to the doctrines of first sale or estoppel.

“Copyrights” means (i) all copyrights arising under applicable Laws, whether registered or unregistered and whether published or unpublished (including those listed in Schedule 4.9 (as such schedule may be amended or supplemented from time to time)), all registrations and recordings thereof, and all applications in connection therewith and rights corresponding thereto throughout the world, including all registrations, recordings and applications in the United States Copyright Office, and all mask works (as defined in 17 USC 901), (ii) the right to, and to obtain, all extensions and renewals thereof, and the right to sue for past, present and future infringements of any of the foregoing, (iii) all proceeds of the foregoing, including license, royalties, income, payments, claims, damages, and proceeds of suit and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

“Credit Agreement” has the meaning assigned to such term in the preamble to this Agreement.

“Excluded Accounts” means: (i) Deposit Accounts exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of a Grantor’s employees (including, without limitation, pension fund accounts and 401(k) accounts); (ii) Deposit Accounts exclusively used for taxes (including, without limitation, sales taxes); (iii) Special Purpose Escrow Accounts, (iv) Restricted Cash Collateral Accounts; and (v) Fiduciary Accounts; provided that, notwithstanding the foregoing, in no event shall any of the Cash Secured LC Cash Collateral Account, Senior LC Facility Cash Collateral Account, Super Senior LC Facility Cash Collateral Account or any other blocked cash collateral account constituting Exclusive Collateral, constitute Excluded Accounts.

“Excluded Assets” means: (i) any lease, license, contract, property right (including, without limitation, interests in Inventory) or agreement to which any Grantor is a party or any of its rights or interests thereunder if and only for so long as the grant of a security interest hereunder shall constitute or result in a breach, termination or default under any such lease, license, contract,

property right or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable Laws or principles of equity); provided, however, that such security interest shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified above; (ii) all Excluded Accounts and the funds or other property held in or maintained in such Excluded Accounts; (iii) all Stock and Stock Equivalents of each Captive Insurance Subsidiary; (iv) all Stock and Stock Equivalents of any Unrestricted Subsidiary to the extent that, and only for so long as, such Stock and Stock Equivalents are pledged to secure indebtedness of such Unrestricted Subsidiary; (v) any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal Law, (vi) Canadian Consumer Goods or any assets or property subject to a lease or agreement for the lease of real property in Canada to the extent it is the last day of the term of such lease or agreement (and such assets or property shall be held in trust on such last day by the applicable Grantor for the Collateral Agent and, on the exercise by the Collateral Agent of any of its remedial rights or remedies under this Agreement, shall be assigned by the applicable Grantor as directed by the Collateral Agent) and (vii) the Exclusive Collateral.

“Fiduciary Account” means any fiduciary or trust account held by a Grantor which is not a Material Account (other than as a result of clause (b)(ii) of the definition thereof).

“Grantors” has the meaning assigned to such term in the preamble to this Agreement.

“Insurance” means all insurance policies covering any or all of the Collateral (regardless of whether the Collateral Agent is named as additional insured or loss payee thereof).

“Intellectual Property” means the collective reference to all intellectual property rights arising under applicable Laws, including the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets and the Trade Secret Licenses, and all other intellectual property of any type, including mask works and industrial designs.

“Intellectual Property Security Agreement” means an Intellectual Property Security Agreement in substantially the form of Exhibit B or such other form as may be approved by the Collateral Agent and each Administrative Agent.

“Intercompany Note” means any promissory note evidencing Indebtedness permitted to be incurred pursuant to Section 8.1(f) of the Credit Agreement with respect to any outstanding intercompany obligations and advances.

“Investment Property” means the collective reference to (i) all “investment property” as such term is defined in Section 9-102(a)(49) of the New York UCC, including all Certificated Securities and Uncertificated Securities, all Security Entitlements, all Commodity Contracts and all Commodity Accounts and (ii) whether or not otherwise constituting “investment property,” all Pledged Notes, all Pledged Equity Interests and all Pledged Commodity Contracts.

“Ireland” means Ireland (exclusive of Northern Ireland).

“Laws” means, collectively, all international (including any union of countries, or any political subdivision thereof), foreign (including for the avoidance of doubt the laws of any jurisdiction in which any Grantor is incorporated or registered), federal, state, provincial, territorial or other political subdivision (including the District of Columbia and any territory or possession of the United States, including those specified in Section 5.2), county, municipal and local constitutions, statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities.

“Licensed Intellectual Property” has the meaning assigned to such term in Section 4.9(a).

“Material Account” means (a) the Cash Secured LC Cash Collateral Account and (b) any Deposit Account (other than, in the case of this clause (b), any Excluded Account) or Securities Account (other than, in the case of this clause (b), any Excluded Account) of a Grantor (i) that regularly receives payments from customers on any material contract that are not transferred to another account that constitutes a Material Account within one Business Day of receipt thereof or (ii) with a minimum daily average balance of at least (A) with respect to any such Deposit Account or Securities Account located in the District of Columbia and any territory or possession of the United States, the Netherlands, Canada, Cayman Islands and Bermuda, \$100,000 or (B) otherwise, \$10,000,000 (in each case, other than any disbursement account that is primarily used to make vendor or other third party payments and which does not receive payments from customers on any material contracts); provided that, the definition of “Material Account” shall exclude any Deposit Account or Securities Account that regularly receives payments from customers on any material contract if amounts on deposit therein are transferred to an account that constitutes a Material Account within three Business Days of such amounts on deposit therein exceeding (A) with respect to any such Deposit Account or Securities Account located in the District of Columbia and any territory or possession of the United States or the Netherlands, \$150,000 and (B) otherwise, \$15,000,000.

“Material Contract” means any Contract the termination of which could reasonably be expected to have a Material Adverse Effect.

“Material Intellectual Property” has the meaning assigned to such term in Section 4.9(b).

“MII Borrower” has the meaning assigned to such term in the Credit Agreement.

“MII Group” has the meaning assigned to such term in the Credit Agreement.

“MII US Borrower” has the meaning assigned to such term in the Credit Agreement.

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Owned Intellectual Property” has the meaning assigned to such term in Section 4.9(a).

“Patent License” means all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to make, use, import, offer for sale, or sell any invention covered in

whole or in part by a Patent, including any of the foregoing listed in Schedule 4.9 (as such schedule may be amended or supplemented from time to time). This term shall exclude implied licenses and any rights obtained or granted under a patent pursuant to the doctrines of exhaustion or estoppel.

“Patents” means (i) all United States patents, patents issued by any other country, union of countries or any political subdivision of any of the foregoing, and all reissues and extensions thereof, including any of the foregoing listed in Schedule 4.9 (as such schedule may be amended or supplemented from time to time), (ii) all patent applications pending in the United States or any other country or union of countries or any political subdivision of any of the foregoing and all divisions, continuations and continuations-in-part thereof, including any of the foregoing listed in Schedule 4.9 (as such schedule may be amended or supplemented from time to time), (iii) all rights to, and to obtain, any reissues or extensions of the foregoing and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

“Pledge and Security Termination Date” means such time as each of these conditions have occurred: (a) the Final Satisfaction Date (as defined in the Credit Agreement) and (b)(i) the payment or otherwise satisfaction in full in cash of all other Secured Obligations (other than in respect of any contingent indemnification or expense reimbursement obligations for which no claim has been asserted and to the extent not yet due and payable), (ii) the expiration or termination of all commitments under the Credit Agreement and the other Secured Debt Documents and the termination of the obligations of any relevant issuers to issue letters of credit thereunder, and (iii) all outstanding Letters of Credit, Roll-Off Letters of Credit, Hedging Obligations and Treasury Management Obligations have expired, been cash collateralized, back-stopped or otherwise secured to the satisfaction of the applicable Issuer, Roll-Off Issuer, relevant counterparty to a Hedging Contract constituting Secured Obligations or relevant holder of Treasury Management Obligations, as applicable (and communicated in writing to the Collateral Agent and each applicable Secured Debt Representative thereof), in each case, under, and in accordance with, the Credit Agreement and the other Secured Debt Documents.

“Pledged Alternative Equity Interests” means all interests of any Grantor in participation or other interests in any equity or profits of any business entity and the certificates, if any, representing such interests and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such interests and any other warrant, right or option to acquire any of the foregoing; provided, however, that Pledged Alternative Equity Interests shall not include any Pledged Stock, Pledged Partnership Interests, Pledged LLC Interests or Pledged Trust Interests.

“Pledged Commodity Contracts” means all commodity contracts listed on Schedule 4.7 (as such schedule may be amended from time to time) and all other Commodity Contracts to which any Grantor is party from time to time.

“Pledged Equity Interests” means all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests, Pledged Trust Interests and Pledged Alternative Equity Interests.

“Pledged LLC Interests” means all interests of any Grantor now owned or hereafter acquired in any limited liability company, including all limited liability company interests listed on Schedule 4.7 hereto under the heading “Pledged LLC Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests and any other warrant, right or option to acquire any of the foregoing.

“Pledged Notes” means all promissory notes now owned or hereafter acquired by any Grantor, including those listed on Schedule 4.7 (as such schedule may be amended or supplemented from time to time) and all Intercompany Notes at any time issued to or held by any Grantor (other than (i) promissory notes in an aggregate principal amount not to exceed \$5,000,000 at any time outstanding issued in connection with extensions of trade credit by any Grantor in the ordinary course of business and (ii) promissory notes constituting Cash Equivalents that are held by any Grantor).

“Pledged Partnership Interests” means all interests of any Grantor now owned or hereafter acquired in any general partnership, limited partnership, limited liability partnership or other partnership, including all partnership interests listed on Schedule 4.7 hereto under the heading “Pledged Partnership Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests and any other warrant, right or option to acquire any of the foregoing.

“Pledged Securities” means the collective reference to the Pledged Notes and the Pledged Equity Interests.

“Pledged Stock” means all shares of capital stock now owned or hereafter acquired by any Grantor, including all shares of capital stock listed on Schedule 4.7 hereto under the heading “Pledged Stock” (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares and any other warrant, right or option to acquire any of the foregoing.

“Pledged Trust Interests” means all interests of any Grantor now owned or hereafter acquired in a Delaware business trust or other trust, including all trust interests listed on Schedule 4.7 hereto under the heading “Pledged Trust Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any Securities Intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time

received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests and any other warrant, right or option to acquire any of the foregoing.

“PPSA” has the meaning assigned to such term in Section 1.1(a).

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the New York UCC and, in any event, shall include all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

“Receivable” means all Accounts and any other right to payment for goods or other property sold, leased, licensed or otherwise disposed of or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper or classified as a Payment Intangible and whether or not it has been earned by performance. References herein to Receivables shall include any Supporting Obligation or collateral securing such Receivable.

“Restricted Cash Collateral Accounts” means any restricted cash collateral account held by a Grantor where the deposits or proceeds of such account are used primarily to support letters of credit (other than any Letters of Credit, Roll-Off Letters of Credit and Cash Secured Letters of Credit), bankers’ acceptances, surety bonds, performance bonds, bank guarantees or other similar obligations, and exposure from Swap Obligations, in each case as permitted by the Credit Agreement, and which is not a Material Account (other than as a result of clause (b)(ii) of the definition thereof).

“Secured Debt Documents” means the Credit Agreement, the Roll-Off Facilities (as defined in the Credit Agreement), the Revolving Loan Facility Credit Agreement (if any) and the Loan Documents (as such term is defined in each of the foregoing agreements).

“Securities Act” means the Securities Act of 1933, as amended.

“Security Agreement Secured Party” means each “Secured Party” (as defined in the Collateral Agency Agreement) that is a holder of “Secured Obligations” (as defined in the Collateral Agency Agreement).

“Special Purpose Escrow Account” means any escrow account held by a Grantor in connection with holdbacks for acquisitions or similar matters, and which is not a Material Account (other than as a result of clause (b)(ii) of the definition thereof).

“Trademark License” means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right in, to or under any Trademark, including any of the foregoing referred to in Schedule 4.9 (as such schedule may be amended or supplemented from time to time). This term shall exclude implied licenses and any rights obtained or granted under a trademark pursuant to the doctrines of first sale or estoppel.

“Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, and all goodwill associated therewith, 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, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule 4.9 (as such schedule may be amended or supplemented from time to time), (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business symbolized by the foregoing and (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit.

“Trade Secret License” means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right in, to or under any Trade Secret, including any of the foregoing listed in Schedule 4.9 (as such schedule may be amended or supplemented from time to time). This term shall exclude implied licenses and any rights obtained or granted under a trade secret pursuant to the doctrine of estoppel.

“Trade Secrets” means (i) all trade secrets and all other confidential or proprietary information and know-how whether or not reduced to a writing or other tangible form, (ii) all documents and things embodying, incorporating or describing such Trade Secrets, and (iii) the right to sue for past, present and future misappropriations of any Trade Secret, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit.

“UCC Letter of Credit” means “Letter of Credit” (and in plural, “Letters of Credit”) as defined in the New York UCC.

“UCC Letter of Credit Rights” means “Letter-of-Credit Rights” as defined in the New York UCC.

“UETA” has the meaning assigned to such term in Section 4.3.

1.2 Other Definitional Provisions.

(a) The words “hereof,” “herein,” “hereto” and “hereunder” and similar words refer to this Agreement as a whole, and not to any particular Article, Section, subsection or clause in this Agreement.

(b) Unless otherwise expressly indicated herein, (i) references in this Agreement to an Exhibit, Schedule, Article, Section, clause or sub-clause refer to the appropriate Exhibit or Schedule to, or Article, Section, clause or sub-clause in this Agreement and (ii) the words “above” and “below”, when following a reference to a clause or a sub-clause of this Agreement, refer to a clause or sub-clause within, respectively, the same Section or clause.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to the property or assets such Grantor has granted as Collateral or the relevant part thereof.

(d) [Reserved].

(e) Each agreement defined in this Section 1 shall include all appendices, exhibits and schedules thereto. References in this Agreement to such other agreements defined in this Section 1 shall be to such agreement as so amended, restated, supplemented or modified, unless (i) the prior written consent of the applicable Security Agreement Secured Parties is required under such agreement for an amendment, restatement, supplement or other modification to any such agreement and such consent is not obtained or (ii) it is otherwise specified that such reference refers to such agreement as of a particular date.

(f) References in this Agreement to any statute shall be to such statute as amended or modified, together with any successor legislation, in each case in effect at the time any such reference is operative unless it is otherwise specified that such reference refers to such statute as of a particular date.

(g) The term “including” when used in this Agreement means “including without limitation” except when used in the computation of time periods. The phrase “in the aggregate”, when used in this Agreement, means “individually or in the aggregate,” unless otherwise expressly noted.

(h) Any reference to the “consent of the Collateral Agent,” the “direction of the Collateral Agent,” the “discretion of the Collateral Agent,” the “request of the Collateral Agent,” “the requirement of the Collateral Agent,” or any such other similar phrases shall mean and be a reference to such consent, direction, discretion, request or requirement, as applicable, of the Collateral Agent acting at the written direction of the Required Secured Debtholders, one or more of the applicable Secured Debt Representatives, or otherwise, as applicable, in each case in accordance with the Collateral Agency Agreement.

SECTION 2 [RESERVED].

SECTION 3 GRANT OF SECURITY INTEREST; CONTINUING LIABILITY UNDER COLLATERAL.

(a) Each Grantor hereby grants to the Collateral Agent, for the benefit of the Security Agreement Secured Parties, a security interest in such Grantor’s right, title and interest in and to the following property, in each case, wherever located and whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Collateral”), as security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

- (i) all Accounts;
- (ii) all As-Extracted Collateral;
- (iii) all cash and Cash Equivalents;
- (iv) all Chattel Paper;

- (v) all Collateral Accounts and all Collateral Account Funds;
- (vi) all Commercial Tort Claims, including those from time to time specifically described on Schedule 4.11;
- (vii) all Contracts;
- (viii) all Documents;
- (ix) all Equipment;
- (x) all General Intangibles, including rights under any Hedging Contract;
- (xi) all Goods;
- (xii) all Instruments;
- (xiii) all Insurance;
- (xiv) all Intellectual Property;
- (xv) all Inventory;
- (xvi) all Investment Property (it being understood that, to the extent such Investment Property constitutes shares issued by a company incorporated in the Cayman Islands, each Grantor holding such Investment Property hereby mortgages by way of first legal mortgage its right, title and interest in such Investment Property in favor of the Collateral Agent);
- (xvii) all UCC Letters of Credit and UCC Letter of Credit Rights;
- (xviii) all Financial Assets;
- (xix) all Deposit Accounts, including without limitation, the Cash Secured LC Cash Collateral Account to the extent it constitutes a Deposit Account;
- (xx) all Securities Accounts, including without limitation, the Cash Secured LC Cash Collateral Account to the extent it constitutes a Securities Account;
- (xxi) all Security Entitlements;
- (xxii) all books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and other electronic storage media and related data processing software and similar items that at any time pertain to or evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

(xxiii) all Proceeds, goodwill, products, accessions, rents and profits of any and all of the foregoing and all collateral security, Supporting Obligations and guarantees given by any Person with respect to any of the foregoing;

provided that, notwithstanding any other provision set forth in this Section 3, this Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset, and the term “Collateral” and each of the defined terms incorporated therein shall exclude the Excluded Assets.

(b) Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under and in respect of the Collateral and nothing contained herein is intended or shall be a delegation of duties to the Collateral Agent or any other Security Agreement Secured Party, (ii) each Grantor shall remain liable under each of the agreements included in the Collateral, including any Receivables, any Contracts and any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Collateral Agent nor any other Security Agreement Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related hereto nor shall the Collateral Agent nor any other Security Agreement Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, including any agreements relating to any Receivables, any Contracts or any agreements relating to Pledged Partnership Interests or Pledged LLC Interests and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, including any agreements relating to any Receivables, any Contracts and any agreements relating to Pledged Partnership Interests or Pledged LLC Interests.

SECTION 4 REPRESENTATIONS AND WARRANTIES.

To induce the Agents, the Lenders, and the Issuers to enter into the Credit Agreement, to induce the other Security Agreement Secured Parties to enter into each other applicable Secured Debt Document and to induce (i) the Lenders, Issuers and other applicable Security Agreement Secured Parties to make and/or maintain their respective extensions of credit thereunder and (ii) the Issuers and other applicable Security Agreement Secured Parties to issue and/or maintain their respective Letters of Credit thereunder, each Grantor hereby represents and warrants to the Security Agreement Secured Parties that:

4.1 Representations in Credit Agreement. In the case of each Grantor, each statement set forth in Section 3.2(b)(i) of the Credit Agreement and any similar statements in any other Secured Debt Document is true as it relates to such Grantor or to the Secured Debt Documents to which such Grantor is a party, provided that any reference therein to the Borrower’s knowledge shall, for the purposes of this Section 4.1 be deemed to be a reference to such Grantor’s knowledge.

4.2 Title; No Other Liens. Such Grantor owns or licenses or otherwise has an interest in each item of the Collateral free and clear of any and all Liens, including Liens arising as a result of such Grantor becoming bound (as a result of merger, amalgamation or otherwise) as grantor under a security agreement entered into by another Person, except for Liens expressly permitted by Section 8.2 of the Credit Agreement and not prohibited by any other Secured Debt Document. No effective financing statement, mortgage or other public notice that perfects a valid Lien with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Collateral Agent pursuant to this Agreement or as are expressly permitted by the Credit Agreement and each other Secured Debt Document.

4.3 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 4.3 (all of which, in the case of all filings and other documents referred to on Schedule 4.3, have been (or shall be) delivered to the Collateral Agent or to any other Person as the Collateral Agent may direct in duly completed and duly executed form, as applicable, and may be filed by the Collateral Agent or any of their designees at any time) and payment of all filing fees, will constitute valid fully perfected security interests in all of the Collateral in favor of the Collateral Agent, for the ratable benefit of the Security Agreement Secured Parties, as collateral security for the Secured Obligations, enforceable in accordance with the terms hereof, to the extent such security interest in such Collateral can be perfected by (i) the filing of a financing statement under (a) the Uniform Commercial Code of any jurisdiction in the United States and of any state (including the District of Columbia) thereof or (b) with respect to any Canadian Grantor, the PPSA, (ii) the filing with the United States Patent and Trademark Office or the United States Copyright Office or, to the extent applicable with respect to any Canadian Grantor and necessary for perfection purposes under the PPSA, with the Canadian Intellectual Property Office, of an Intellectual Property Security Agreement or other filing, (iii) the possession of such Collateral under applicable Laws of the United States and of any state (including the District of Columbia) thereof or, with respect to any Canadian Grantor, of any applicable territory or province of Canada, (iv) execution and delivery by the applicable Grantor, the applicable Securities Intermediary or depositary institution, as applicable, and the Collateral Agent of an agreement granting control to the Collateral Agent over such Collateral that is a Material Account governed by the laws of the United States or any state (including the District of Columbia) thereof, or Canada or any province or territory thereof or (v) in the case of a Grantor incorporated in Ireland, the delivery of a Form C1 with the Irish Companies Registration Office within the statutory prescribed timeframe, and (b) are prior to all other Liens on the Collateral, except for Liens expressly permitted by Section 8.2 of the Credit Agreement and not prohibited by any other Secured Debt Document. Without limiting the foregoing, within the time periods and to the extent required by the Credit Agreement (including, without limitation, Section 7.14 of the Credit Agreement) or this Agreement, each Grantor has taken, or shall take, all actions necessary or desirable under (x) the applicable Laws of the United States and any state (including the District of Columbia) thereof, (y) applicable Laws as required by Section 7.14 of the Credit Agreement and (z) such other applicable Laws as reasonably requested by the Collateral Agent or either Administrative Agent to establish (i) the Collateral Agent's "control" (within the meanings of Sections 8-106 and 9-106 of the New York UCC or any analogous provision of the UCC or, with respect to any Canadian Grantor, the PPSA) over any Securities Accounts included in the Collateral and over any portion of the Investment Property constituting Certificated Securities, Uncertificated Securities or Security Entitlements, in each case to the extent constituting a Material Account or a "financial asset" that is credited to a Material

Account, (ii) the Collateral Agent's "control" (within the meaning of Section 9-107 of the New York UCC or any analogous provision of the UCC or, with respect to any Canadian Grantor, the PPSA) over all UCC Letter of Credit Rights, (iii) the Collateral Agent's "control" (within the meaning of Section 9-105 of the New York UCC or any analogous provision of the UCC or, with respect to any Canadian Grantor, the PPSA) over all Electronic Chattel Paper, (iv) the Collateral Agent's "control" (within the meaning of Section 16 of the Uniform Electronic Transaction Act (as in effect in the applicable jurisdiction, the "UETA")) over all "transferable records" (as defined in UETA), (v) the Collateral Agent's "control" (within the meaning of Section 9-104 of the New York UCC or any analogous provision of the UCC or, with respect to any Canadian Grantor, the PPSA) over all Deposit Accounts included in the Collateral to the extent constituting a Material Account.

4.4 Name; Jurisdiction of Organization, etc. Such Grantor's exact legal name (as indicated on the public record of such Grantor's jurisdiction of incorporation, formation or organization), jurisdiction of incorporation, formation or organization, organizational identification and/or company registration number (if applicable), if any, and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.4, as updated in writing from time to time in accordance with Section 5.6. Each Grantor is incorporated or organized solely under the law of the jurisdiction so specified and has not filed any certificates of domestication, transfer or continuance in any other jurisdiction. Except as otherwise indicated on Schedule 4.4, as updated in writing from time to time in accordance with Section 5.6, for each Grantor organized or formed under the laws of any political subdivision of the United States or Canada, the jurisdiction of each such Grantor's organization of formation is required to maintain a public record showing the Grantor to have been organized or formed. Except as specified on Schedule 4.4, as of the Effective Date no such Grantor has changed its name, jurisdiction of incorporation or organization, chief executive office or sole place of business or its corporate structure in any way (e.g., by merger, amalgamation, consolidation, change in corporate form or otherwise) within the past five years and has not within the last five years become bound (whether as a result of merger, amalgamation or otherwise) as a grantor under a security agreement entered into by another Person, which has not heretofore been terminated.

4.5 Inventory.

(a) On the Effective Date, the Inventory of each Grantor (other than Inventory in transit, Inventory located outside the United States, Inventory at any job-site of any customer of such Grantor in the ordinary course of business consistent with past practices and Inventory which in the aggregate does not constitute a material portion of the Inventory included in the Collateral) is kept only at the locations listed on Schedule 4.5.

(b) Any Inventory now or hereafter produced by any Grantor included in the Collateral have been and will be produced in compliance in all material respects with the requirements of all applicable Laws, including, to the extent applicable to such Grantor, the Fair Labor Standards Act, as amended.

(c) No material portion of the Inventory included in the Collateral is in the possession of an issuer of a negotiable document (as determined by Section 7-104 of the New York UCC) therefor or is otherwise in the possession of any bailee or warehouseman.

4.6 Farm Products and Canadian Consumer Goods. None of the Collateral constitutes, or is the Proceeds of, Farm Products. No Canadian Grantor owns any Canadian Consumer Goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of that Canadian Grantor.

4.7 Investment Property.

(a) Schedule 4.7 hereto sets forth under the headings “Pledged Stock,” “Pledged LLC Interests,” “Pledged Partnership Interests,” “Pledged Trust Interests” and “Pledged Alternative Equity Interests” respectively, all of the Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests, Pledged Trust Interests and Pledged Alternative Equity Interests owned by any Grantor as of the Effective Date, and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such schedule. Schedule 4.7 sets forth under the heading “Pledged Notes” all of the Pledged Notes owned by any Grantor as of the Effective Date, and, to the knowledge of such Grantor (unless the issuer thereof is an Affiliate of such Grantor) all of such Pledged Notes have been duly authorized, authenticated or issued, and delivered and are the legal, valid and binding obligation of the issuers thereof enforceable in accordance with their terms, subject to applicable bankruptcy, examinership, insolvency, reorganization, moratorium or other Laws affecting creditors’ rights generally and subject to general principals of equity, regardless of whether considered in a proceeding in equity or at law, and constitute all of the issued and outstanding inter-company indebtedness evidenced by an Instrument or Certificated Security of the respective issuers thereof owing to such Grantor.

(b) The shares of Pledged Equity Interests pledged by such Grantor hereunder constitute all of the issued and outstanding shares of all classes of Stock owned by such Grantor in each issuer thereof.

(c) The Pledged Equity Interests have been duly and validly issued and, except as set forth on Schedule 4.7 hereto (as such schedule may be supplemented in writing by any Grantor from time to time hereunder following or pursuant to a transaction that is permitted by the Credit Agreement and delivered to the Collateral Agent), are fully paid and nonassessable (to the extent applicable).

(d) Such Grantor is the record and beneficial owner of, and has good and marketable (to the extent applicable) title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except Liens expressly permitted by Section 8.2 of the Credit Agreement and not prohibited by any other Secured Debt Document and except as set forth on Schedule 4.7, as of the Effective Date there are no outstanding warrants, options or other rights to purchase, or shareholder, equityholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests.

4.8 Receivables.

(a) No amount payable to such Grantor under or in connection with any Receivable that is included in the Collateral in excess of \$5,000,000 is evidenced by any Instrument or Tangible Chattel Paper which has not been delivered to the Collateral Agent or constitutes Electronic Chattel Paper that has not been subjected to the “control” (within the meaning of Section 9-105 of the New York UCC or, with respect to any Canadian Grantor, any analogous provision of the PPSA) of the Collateral Agent.

(b) Each Receivable that is included in the Collateral (i) is and will be the legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (ii) is and will be enforceable in accordance with its terms, subject to applicable bankruptcy, examinership, insolvency, reorganization, moratorium or other Laws affecting creditors’ rights generally and subject to general principals of equity, regardless of whether considered in a proceeding in equity or at law, (iii) is not and will not be subject to any setoffs, defenses, taxes or counterclaims (except with respect to refunds, returns and allowances in the ordinary course of business) and (iv) is and will be in compliance with all applicable Laws except where the failure to comply with this Section 4.8(b) with respect to each Receivable could not reasonably be expected to have a Material Adverse Effect.

4.9 Intellectual Property.

(a) Schedule 4.9 lists all Copyrights, Patents, and Trademarks which are registered with the U.S. Patent and Trademark Office or the U.S. Copyright Office or the Intellectual Property Office of Ireland, to the extent applicable with respect to any Canadian Grantor and necessary to perfect Intellectual Property under the PPSA, with the Canadian Intellectual Property Office, or are the subject of an application for registration with any such Governmental Authority, in each case which is owned by such Grantor in its own name on the Effective Date (collectively, the “Owned Intellectual Property”). Except as set forth in Schedule 4.9, or, following a transaction not prohibited by the Secured Debt Documents, as such schedule may be updated in writing from time to time by any Grantor, such Grantor is the exclusive owner of the entire and unencumbered right, title and interest in and to all material Owned Intellectual Property and is otherwise entitled to grant to others the right to use (and, where applicable, itself use) all such material Owned Intellectual Property. Such Grantor has a valid and enforceable right to use all Intellectual Property used by, or licensed to others by, such Grantor which is not Owned Intellectual Property (collectively, the “Licensed Intellectual Property”), in each case, which is material to such Grantor’s business, pursuant to one of the written material Copyright Licenses, Patent Licenses, Trademark Licenses, and/or Trade Secret Licenses listed on Schedule 4.9 and subject to the terms thereof.

(b) On the Effective Date, all Owned Intellectual Property and all Licensed Intellectual Property, in each case, which is material to such Grantor’s business (collectively, the “Material Intellectual Property”), is valid, subsisting, unexpired and enforceable and has not been abandoned. The operation of such Grantor’s business as currently conducted or as contemplated to be conducted does not infringe, constitute a

misappropriation of, dilute, or otherwise violate the Intellectual Property of any other Person where the same could reasonably be expected to have a Material Adverse Effect.

(c) No claim has been asserted in writing to the applicable Grantor that the use of the Material Intellectual Property does or may infringe upon or constitute a misappropriation of the rights of any other Person in any manner that could reasonably be expected to result in the loss of use, in whole or in part, of such Material Intellectual Property that could reasonably be expected to result in a Material Adverse Effect.

(d) To such Grantor's knowledge, no decision or judgment has been rendered by any Governmental Authority or arbitrator in the United States or outside the United States which would materially limit or cancel the validity or enforceability of, or such Grantor's rights in, any Material Intellectual Property. Such Grantor is not aware of any uses of any item of Material Intellectual Property that could reasonably be expected to lead to such item becoming invalid or unenforceable partially in any material respect or in full, including unauthorized trademark uses by third parties and uses which were not supported by the goodwill of the business connected with Trademarks and Trademark Licenses.

(e) No action or proceeding is pending for which the applicable Grantor has notice in writing, or, to such Grantor's knowledge, threatened, on the Effective Date (i) seeking to limit, cancel or invalidate any Owned Intellectual Property, (ii) alleging that any services provided by, processes used by, or products manufactured or sold by such Grantor infringe any patent, trademark, copyright, or misappropriate any trade secret or violate any other right of any other Person, or (iii) alleging that any Material Intellectual Property is being licensed or sublicensed in violation of any intellectual property or any other right of any other Person, in each case, which, if adversely determined, could reasonably be expected to have a Material Adverse Effect. To such Grantor's knowledge, no Person is engaging in any activity that infringes upon or misappropriates, or is otherwise an unauthorized use of, any Material Intellectual Property, in any case that could reasonably be expected to result in a Material Adverse Effect. The consummation of the transactions contemplated by this Agreement will not result in the termination of any of the Material Intellectual Property.

(f) With respect to each Copyright License, Trademark License, Trade Secret License and Patent License which license constitutes Material Intellectual Property or the loss of which could otherwise have a Material Adverse Effect: (i) such license is binding and enforceable against the other party thereto; (ii) such license will not cease to be valid and binding and in full force and effect on terms identical to those currently in effect as a result of the rights and interests granted herein (including, but not limited to, the enforceability of such rights and interests with respect to each such license), nor will the grant of such rights and interests (or the enforceability thereof) constitute a breach or default under such license or otherwise give the licensor or licensee a right to terminate such license; (iii) such Grantor has not received any notice of termination or cancellation under such license; (iv) such Grantor has not received any notice of a breach or default under such license, which breach or default has not been cured; and (v) such Grantor is not in breach or default in any material respect, and no event has occurred that, with notice

and/or lapse of time, would constitute such a breach or default or permit termination, modification or acceleration under such license.

(g) Except as set forth on Schedule 4.9, such Grantor has made all filings and recordations and paid all required fees and taxes to maintain each and every item of registered Material Intellectual Property in full force and effect and to protect and maintain its interest therein.

(h) To the knowledge of such Grantor, (i) none of the Trade Secrets that constitute Material Intellectual Property have been used, divulged, disclosed or appropriated to the detriment of such Grantor for the benefit of any other Person without permission of such Grantor; and (ii) no employee, independent contractor or agent of such Grantor has misappropriated any Trade Secrets of any other Person in the course of the performance of his or her duties as an employee, independent contractor or agent of such Grantor where the same could reasonably be expected to have a Material Adverse Effect.

(i) Such Grantor has taken commercially reasonable steps to exercise quality control over any licensee of such Grantor's Trademarks.

4.10 UCC Letters of Credit and UCC Letter of Credit Rights. With respect to any UCC Letters of Credit that are by their terms transferable, each Grantor will, upon receipt of a written request from the Collateral Agent or either Administrative Agent, use commercially reasonable efforts to cause all issuers and nominated Persons under UCC Letters of Credit in which the Grantor is the beneficiary or assignee to (a) consent to the assignment of such UCC Letter of Credit to the Collateral Agent and (b) agree that, upon receipt of written notice received from the Collateral Agent that an Event of Default or other Actionable Default, as applicable, has occurred and so long as such Event of Default or other Actionable Default, as applicable, is continuing, it shall cause all payments thereunder to be made to the Collateral Account. With respect to any UCC Letters of Credit that are not transferable, each Grantor shall, upon receipt of a written request from the Collateral Agent or either Administrative Agent, use commercially reasonable efforts to obtain the consent of the issuer thereof and any nominated Person thereon to the assignment of the proceeds of such released UCC Letter of Credit to the Collateral Agent in accordance with Section 5-114(c) of the New York UCC or, to the extent applicable with respect to any Canadian Grantor, any analogous provision of the PPSA.

4.11 Commercial Tort Claims. As of the Effective Date, Schedule 4.11 hereto sets forth all Commercial Tort Claims of each Grantor for which a complaint in a court of competent jurisdiction has been filed and that, to each such Grantor's knowledge, has a value, individually or in the aggregate, in excess of \$10,000,000.

4.12 Contracts; Excluded Pledged Collateral.

(a) No amount payable to such Grantor under or in connection with any Contract that is included in the Collateral which has a value in excess of \$5,000,000 individually or \$15,000,000 in the aggregate is evidenced by any Instrument or Tangible Chattel Paper which has not been delivered or which is not in the process of being delivered in compliance with Section 5 hereof to the Collateral Agent or constitutes Electronic

Chattel Paper that is not under the “control” (within the meaning of Section 9-105 of the New York UCC or, to the extent applicable with respect to any Canadian Grantor, any analogous provision of the PPSA) of the Collateral Agent in accordance with Section 5.2(b) or in the process of becoming under the “control” (within the meaning of Section 9-105 of the New York UCC) of the Collateral Agent in accordance with Section 5.2(b).

(b) Set forth on Schedule 4.12 is a description of original Certificated Securities, Instruments and Tangible Chattel Paper of the Grantors which the applicable Grantors have not been able to locate as of the Effective Date. Subject to Section 5.2(g), notwithstanding any representation, warranty, covenant or other provision contained herein to the contrary, the failure of any Grantor to deliver to the Collateral Agent the original Certificated Securities, Instruments and Tangible Chattel Paper described on Schedule 4.12 shall not constitute a breach, Default, Event of Default or other Actionable Default hereunder.

4.13 Deposit Accounts; Securities Accounts. Set forth on Schedule 4.13, as of the Effective Date is a description of all Material Accounts of the Grantors, including the name of (a) the applicable Grantor, (b) in the case of a Deposit Account, the depository institution, (c) in the case of a Securities Account, the Securities Intermediary or issuer, as applicable and (d) the jurisdiction where such account is located.

SECTION 5 COVENANTS.

Each Grantor covenants and agrees with the Security Agreement Secured Parties, that, as of the Effective Date and until the termination of this Agreement in accordance with its terms:

5.1 Covenants in Credit Agreement.

Each Grantor shall take, or shall refrain from taking, as the case may be, each action that is within its control and is necessary to be taken or not taken, as the case may be, so that no Default, Event of Default or Actionable Default is caused by the failure to take such action or to refrain from taking such action by such Grantor or any of its Subsidiaries.

5.2 Delivery and Control of Instruments, Chattel Paper, Negotiable Documents and Investment Property.

(a) If any of the Collateral having a value in excess of \$5,000,000 individually or \$15,000,000 in the aggregate is or shall become evidenced or represented by any Instrument, Certificated Security, Negotiable Document or Tangible Chattel Paper, such Instrument (other than checks received in the ordinary course of business), Certificated Security, Negotiable Documents or Tangible Chattel Paper shall be promptly delivered to the Collateral Agent, duly endorsed in a manner reasonably satisfactory to the Collateral Agent, to be held as Collateral pursuant to this Agreement. Without limiting the generality of the foregoing, all of such property owned by any Grantor as of the Effective Date and represented in such form shall be delivered on or before the Effective Date.

(b) If any of the Collateral having a value in excess of \$5,000,000 individually or \$15,000,000 in the aggregate is or shall become Electronic Chattel Paper such Grantor

shall ensure that (i) a single authoritative copy shall exist which is unique, identifiable, unalterable (except as provided in clauses (iii), (iv) and (v) of this Section 5.2(b)), (ii) such authoritative copy identifies the Collateral Agent as the assignee and is communicated to and maintained by the Collateral Agent or its designee, (iii) copies or revisions that add or change the assignee of the authoritative copy can only be made with the participation of the Collateral Agent, (iv) each copy of the authoritative copy and any copy of a copy is readily identifiable as a copy and not the authoritative copy and (v) any revision of the authoritative copy is readily identifiable as an authorized or unauthorized revision.

(c) If any Collateral having a value in excess of \$5,000,000 individually or \$15,000,000 in the aggregate is or shall become an Uncertificated Security, such Grantor shall cause the issuer thereof, if such issuer is a Subsidiary of the Parent or a member of the MII Group, either (i) to register the Collateral Agent as the registered owner of such Uncertificated Security, upon original issue or registration of transfer or (ii) to agree in writing with such Grantor and the Collateral Agent that such issuer will comply with instructions with respect to such Uncertificated Security originated by the Collateral Agent without further consent of such Grantor, such agreement to be in substantially the form of Exhibit A, and such actions shall be taken on or prior to the Effective Date with respect to any such Uncertificated Securities owned as of the Effective Date by any Grantor.

(d) If any of the Collateral is or shall become evidenced or represented by a Commodity Contract having a value in excess of \$5,000,000 individually or \$15,000,000 in the aggregate, such Grantor shall, upon receipt of written request from the Collateral Agent or either Administrative Agent, cause the Commodity Intermediary with respect to such Commodity Contract to agree in writing with such Grantor and the Collateral Agent that such Commodity Intermediary will apply any value distributed on account of such Commodity Contract as directed by the Collateral Agent without further consent of such Grantor, such agreement to be in form and substance reasonably satisfactory to the Collateral Agent.

(e) In addition to and not in lieu of the foregoing, if any issuer of any Investment Property is a Mortgaged Vessel Owning Subsidiary of the Parent or a member of the MII Group and is incorporated or organized under the law of, or has its chief executive office in, a jurisdiction outside of the United States, each Grantor shall take such additional actions, including causing such issuer to register the pledge on its books and records, as may be reasonably requested by the Collateral Agent or either Administrative Agent, under the laws of such jurisdiction to ensure the validity, perfection and priority of the security interest of the Collateral Agent. Notwithstanding anything herein to the contrary, each interest in any limited liability company or limited partnership that is a Subsidiary (other than any such Subsidiary that is incorporated or organized under the law of, or has its chief executive office in, a jurisdiction outside of the United States or Canada) and pledged hereunder shall either (i) be represented by a certificate, shall be a “security” within the meaning of Article 8 of the New York UCC and shall be governed by Article 8 of the New York UCC, or (ii) not be represented by a certificate, in which case, no Grantor shall take any action to cause such interest to be or become a “security” within the meaning of, or to be governed by, Article 8 of the UCC as in effect under the laws of any state having jurisdiction and shall not cause or permit any such limited liability company or limited

partnership to “opt in” or to take any other action seeking to establish any interest in such limited liability company or limited partnership comprising the Collateral as a “security” or to become certificated, in each case, without promptly delivering all certificates evidencing such interest to the Collateral Agent in accordance with Section 5.2(a).

(f) In the case of any transferable UCC Letters of Credit in excess of \$5,000,000 individually or \$15,000,000 in the aggregate, each Grantor shall use commercially reasonable efforts to obtain the consent of any issuer thereof to the transfer of such UCC Letters of Credit to the Collateral Agent. In the case of any other UCC Letter of Credit Rights in excess of \$5,000,000 individually or \$15,000,000 in the aggregate, each Grantor shall use commercially reasonable efforts to obtain the consent of the issuer thereof and any nominated Person thereon to the assignment of the proceeds of the related UCC Letter of Credit in accordance with Section 5-114(c) of the New York UCC.

(g) Promptly following the Effective Date, and in any event within 60 days following the Effective Date (as such time period may be extended by the Administrative Agents in their sole discretion), each applicable Grantor shall (i) cause any original Certificated Securities of an issuer that is listed on Schedule 4.12 to be (x) re-issued (if permitted by relevant law and such issuer’s Constituent Documents) or (y) issued (if permitted by relevant law and such issuer’s Constituent Documents), (ii) locate such original Certificated Securities, as applicable, and upon receipt of any such original Certificated Securities, promptly forward them to the Collateral Agent or (iii) determine that such Certificated Security need not be re-issued or issued (under the relevant law of such issuer’s Constituent Documents); provided that, in respect of any original Certificated Securities listed on Schedule 4.12 for which the issuer thereof is both not organized or incorporated in the same jurisdiction as a Material Wholly-Owned Subsidiary and has assets with an aggregate net book value (excluding intercompany balances) of less than \$200,000.00, the applicable Grantor shall be required to comply with clauses (i), (ii) or (iii) above only during the continuation of Event of Default upon the written request of the Collateral Agent (acting at the written direction of the Administrative Agents).

5.3 Maintenance of Insurance.

(a) Such Grantor will maintain insurance in accordance with Section 7.5 of the Credit Agreement, and furnish to the Collateral Agent or either Administrative Agent, upon written request, with a copy of such insurance policies.

(b) Such Grantor will deliver to the Collateral Agent on behalf of the Security Agreement Secured Parties, (i) on the Effective Date, a certificate dated as of a recent date showing the amount and types of insurance coverage as of such date, (ii) upon reasonable request of the Collateral Agent or either Administrative Agent from time to time, reasonably detailed information as to the insurance carried, (iii) promptly following receipt of notice from any insurer, a copy of any notice of cancellation or material change in coverage from that existing on the Effective Date and (iv) forthwith, notice of any cancellation or nonrenewal of coverage by such Grantor. To the extent applicable, the Collateral Agent shall be named as additional insured on all such liability insurance policies

of such Grantor and the Collateral Agent shall be named as lender's loss payee or loss payee on all property and casualty insurance policies of such Grantor.

5.4 Payment of Obligations.

Such Grantor shall pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including claims for labor, materials and supplies) against or with respect to the Collateral, except that no such tax, assessment or charge need be paid if (i) the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein, or (ii) the failure to so pay and discharge would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.5 Maintenance of Perfected Security Interest; Further Documentation.

(a) Except as otherwise expressly permitted by the Credit Agreement, each other Secured Debt Document and the Collateral Agency Agreement, such Grantor shall maintain each of the security interests created by this Agreement as a perfected security interest under (x) applicable Laws of the United States and of any state thereof or, with respect to any Canadian Grantor, Canada or any province or territory thereof, (y) applicable Laws as required by Section 7.14 of the Credit Agreement and (z) other applicable Laws to the extent otherwise required by the Collateral Agent or either Administrative Agent in accordance with any Secured Debt Documents having at least the priority described in Section 4.3 and shall defend such security interest against any claims and demands of any Persons (other than the Security Agreement Secured Parties), subject to the provisions of Section 8.15.

(b) Such Grantor shall furnish to the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the assets and property of such Grantor as the Collateral Agent or either Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Collateral Agent or either Administrative Agent, and at the sole expense of such Grantor, such Grantor shall promptly and duly authorize, execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Collateral Agent or either Administrative Agent may reasonably request to be taken, whether in the United States or outside the United States, for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, the filing of any financing, registration or continuation statements under the UCC (or other similar Laws) in effect in any jurisdiction within or without the United States with respect to the security interests created hereby and in the case of Investment Property and any other relevant Collateral, taking any actions necessary to enable the Collateral Agent to obtain

“control” (within the meaning of the UCC) with respect thereto in accordance with the other terms of this Agreement and the other Secured Debt Documents.

5.6 Changes in Locations, Name, Jurisdiction of Incorporation, etc. Such Grantor shall not:

(a) change its legal name, jurisdiction of incorporation or organization or the location of its chief executive office or sole place of business from that referred to in Section 4.4; or

(b) change its legal name, identity or structure to such an extent that any financing statement filed by the Collateral Agent in connection with this Agreement would become misleading,

in each case, except (i) upon at least 10 days’ prior written notice (or such shorter period consented to by the Collateral Agent (acting at the written direction of the Administrative Agents)) to the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties, (ii) delivery to the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties of supplemental or updated schedules to this Agreement, where applicable, prior to any actions set forth in clause (a) or (b) above taking place, in each case certified by a Responsible Officer of the Parent and (iii) duly authorized and, where required, executed copies of all additional financing statements and other documents reasonably requested by the Collateral Agent or either Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein.

5.7 Notices. Such Grantor shall advise the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties in writing promptly, in reasonable detail, of:

(a) any Lien on any of the Collateral (other than any Lien expressly permitted by Section 8.2 of the Credit Agreement and each other Secured Debt Document) which would adversely affect the ability of the Collateral Agent to exercise any of its remedies hereunder; and

(b) the occurrence of any other event of which such Grantor becomes aware that could reasonably be expected to have a Material Adverse Effect or a material adverse effect upon the aggregate value of the Collateral or on the security interests created hereby.

5.8 Investment Property.

(a) If such Grantor shall become entitled to receive or shall receive any stock or other ownership certificate (including any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of Pledged Equity Interests in any issuer thereof, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of or other ownership interests in the Pledged Securities, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Security Agreement Secured Parties, hold the same in trust for the Security

Agreement Secured Parties and promptly deliver the same to the Collateral Agent in the exact form received, duly endorsed by such Grantor to the Collateral Agent, if required, together with an undated stock power or similar instrument of transfer covering such certificate duly executed in blank by such Grantor and with, if the Collateral Agent or either Administrative Agent so requests, signature guaranteed, to be held by the Collateral Agent, subject to the terms hereof, as additional collateral security for the Secured Obligations. Any sums paid upon or in respect of the Pledged Securities upon the liquidation or dissolution of any issuer thereof shall be paid over to the Collateral Agent to be held by it hereunder as additional collateral security for the Secured Obligations if an Event of Default or other Actionable Default then exists, and in case any distribution of capital shall be made on or in respect of the Pledged Securities or any property shall be distributed upon or with respect to the Pledged Securities pursuant to the recapitalization or reclassification of the capital of any issuer thereof or pursuant to the reorganization thereof, the property so distributed shall, if an Event of Default or other Actionable Default then exists, and unless otherwise subject to a perfected security interest in favor of the Collateral Agent, be delivered to the Collateral Agent to be held by it hereunder as additional collateral security for the Secured Obligations. If any sums of money or property so paid or distributed in respect of the Pledged Securities shall be received by such Grantor in violation of the immediately preceding sentence, such Grantor shall, until such money or property is paid or delivered to the Collateral Agent, hold such money or property in trust for the Security Agreement Secured Parties, segregated from other funds of such Grantor, as additional collateral security for the Secured Obligations.

(b) Without the prior written consent of the Collateral Agent (acting at the written direction of the Required Secured Debtholders), such Grantor shall not (i) vote to enable, or take any other action to permit, any Subsidiary of the Parent or any member of the MII Group that is an issuer of Pledged Securities to issue any stock, partnership interests, limited liability company interests or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock, partnership interests, limited liability company interests or other equity securities of any nature of any such issuer (except, in each case, pursuant to a transaction expressly permitted by the Credit Agreement and the other Secured Debt Documents, if applicable), (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, any of the Investment Property or Proceeds thereof or any interest therein (except, in each case, pursuant to a transaction expressly permitted by the Credit Agreement and the other Secured Debt Documents, if applicable), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or any Lien expressly permitted thereon pursuant to Section 8.2 of the Credit Agreement and the other Secured Debt Documents, if applicable, (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Collateral Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof or any interest therein or (v) without the prior written consent of the Collateral Agent (acting at the written direction of the Required Secured Debtholders), cause or permit any Subsidiary of the Parent or any member of the MII Group that is an issuer of any Pledged Partnership Interests or Pledged LLC Interests which are not securities (for purposes of the New York UCC) on the Effective Date to elect or

otherwise take any action to cause such Pledged Partnership Interests, Pledged LLC Interests to be treated as securities for purposes of the New York UCC; provided, however, notwithstanding the foregoing, if any issuer of any Pledged Partnership Interests or Pledged LLC Interests takes any such action in violation of the provisions in this clause (v) or any non-Subsidiary of the Parent that is an issuer takes any of the foregoing actions, such Grantor shall promptly notify the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties in writing of any such election or action and, in such event, shall take all steps necessary or advisable to establish the Collateral Agent's "control" thereof.

(c) In the case of each Grantor which is an issuer of Pledged Securities, such Grantor agrees that (i) it shall be bound by the terms of this Agreement relating to the Pledged Securities issued by it and shall comply with such terms insofar as such terms are applicable to it, (ii) it shall notify the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties promptly in writing of the occurrence of any of the events described in Section 5.8(a) with respect to the Pledged Securities issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Pledged Securities issued by it. In addition, each Grantor which is either an issuer or an owner of any Pledged Security hereby consents to the grant by each other Grantor of the security interest hereunder in favor of the Collateral Agent and to the transfer of any Pledged Security to the Collateral Agent or its nominee following the occurrence and during the continuance of an Event of Default or other Actionable Default and to the substitution of the Collateral Agent or its nominee as a partner, member, shareholder or other equityholder of the issuer of the related Pledged Security.

5.9 Receivables. Other than in the ordinary course of business, such Grantor shall not, with respect to Receivables that constitute Collateral (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

5.10 Intellectual Property.

(a) Such Grantor (either itself or through licensees) shall, in the exercise of its reasonable business judgment, taking into account the Security Agreement Secured Parties' interests under this Agreement, (i) continue to use each owned Trademark material to its business, (ii) maintain commercially reasonable quality of products and services offered under such Trademarks and take all necessary steps to ensure that all licensed users of such Trademarks comply with such Grantor's quality control requirements and maintain reasonable quality, (iii) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademarks unless the Collateral Agent, for the ratable benefit of the Security Agreement Secured Parties, shall obtain a perfected security interest in such mark pursuant to this Agreement and the Intellectual Property Security Agreement, and (iv) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly

omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees), subject to the exercise of its reasonable business judgment, taking into account the Security Agreement Secured Parties' interests under this Agreement, shall not do any act, or omit to do any act, whereby any Patent owned by such Grantor material to its business may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees), subject to the exercise of its reasonable business judgment, taking into account the Security Agreement Secured Parties' interests under this Agreement, shall not (and shall not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of Copyrights owned by such Grantor and material to its business may become invalidated or otherwise impaired. Such Grantor shall not (either itself or through licensees) do any act whereby any material portion of such Copyrights may fall into the public domain.

(d) Such Grantor shall notify the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties promptly if it knows or suspects that any application or registration relating to any Material Intellectual Property owned by a Grantor may become forfeited, abandoned or dedicated to the public, or of any adverse determination (including the institution of, or any such determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any such Material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(e) Upon request of the Collateral Agent or either Administrative Agent, such Grantor shall execute and deliver, and have recorded in the United States Patent and Trademark Office, the United States Copyright Office, or the Canadian Intellectual Property Office, as applicable, any and all agreements, instruments, documents, and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in any Copyright, Patent, Trademark or other Intellectual Property of such Grantor.

(f) Such Grantor, subject to the exercise of its reasonable business judgment, taking into account the Security Agreement Secured Parties' interests under this Agreement, shall take reasonable and necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, or the Canadian Intellectual Property Office, as applicable, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of Material Intellectual Property, including the payment of required fees and taxes, the filing of responses to office actions issued by the United States Patent and Trademark Office, the United States Copyright Office, and the Canadian Intellectual Property Office, as applicable, the filing of applications for renewal or extension, the filing of affidavits of use and affidavits of incontestability, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees, and

the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(g) Such Grantor (either itself or through licensees), subject to the exercise of its reasonable business judgment, taking into account the Security Agreement Secured Parties' interests under this Agreement, shall not, without the prior written consent of the Collateral Agent (acting at the written direction of the Required Secured Debtholders), discontinue use of or otherwise abandon any of its registered Owned Intellectual Property, or abandon any application or any right to file an application for any patent, trademark, or copyright, unless such Grantor shall have previously determined that such use or the pursuit or maintenance of such Intellectual Property is no longer desirable in the conduct of such Grantor's business and that the loss thereof could not reasonably be expected to have a Material Adverse Effect.

(h) In the event that any Material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) promptly notify the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

(i) Such Grantor agrees that, should it obtain an ownership interest in any item of intellectual property which is not, as of the Effective Date, a part of the Collateral (the "After-Acquired Intellectual Property"), (i) the provisions of Section 3 shall automatically apply thereto and (ii) any such After-Acquired Intellectual Property, and in the case of trademarks, the goodwill of the business connected therewith or symbolized thereby, shall automatically become part of the Collateral.

(j) Such Grantor shall furnish to the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties from time to time upon the Collateral Agent's or either Administrative Agent's reasonable request therefor reasonably detailed statements and amended schedules further identifying and describing the Owned Intellectual Property and Licensed Intellectual Property and such other materials evidencing, or reports pertaining to, the Owned Intellectual Property and Licensed Intellectual Property as the Collateral Agent or either Administrative Agent may from time to time reasonably request.

5.11 Contracts.

(a) Such Grantor shall perform and comply in all material respects with all its obligations under the Contracts that constitute Collateral, except where the failure to so perform and comply could not reasonably be expected to have a Material Adverse Effect.

(b) Such Grantor shall not amend, modify, terminate, waive or fail to enforce any provision of any Contract that constitutes Collateral in any manner which could reasonably be expected to have a Material Adverse Effect.

(c) Such Grantor shall exercise promptly and diligently each and every material right which it may have under each Material Contract that constitutes Collateral (other than any right of termination), except where the failure to so exercise could not reasonably be expected to have a Material Adverse Effect.

(d) Such Grantor shall not permit to become effective in any document creating, governing or providing for any permit, lease, license or Material Contract that constitutes Collateral, a provision that would limit the creation, perfection or scope of, or exercise or enforcement of remedies in connection with, a Lien on such permit, lease, license or Material Contract in favor of the Collateral Agent for the benefit of the Security Agreement Secured Parties (in accordance with the terms of the Collateral Agency Agreement) unless such Grantor believes, in its reasonable judgment, that such prohibition is usual and customary in transactions of such type.

5.12 Commercial Tort Claims. Such Grantor shall advise the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties promptly after such Grantor becomes aware of any Commercial Tort Claim for which a complaint in a court of competent jurisdiction has been filed or held by such Grantor individually or in the aggregate in excess of \$10,000,000 and shall promptly following the date such complaint was filed execute and deliver to the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties a supplement to Schedule 4.11 in form and substance reasonably satisfactory to the Collateral Agent listing such Commercial Tort Claim, which supplement shall take effect without further action on the part of any party hereto or beneficiary hereof and shall make such Commercial Tort Claim collateral security subject to this Agreement.

5.13 Deposit Accounts. For each Deposit Account that is a Material Account, such Grantor shall (a) if such Grantor opens a Deposit Account that is reasonably expected to be (or at any time becomes or replaces) a Material Account, promptly notify the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties thereof and (b) subject to any time periods set forth in the Credit Agreement, including Schedule 7.14 thereof, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, use commercially reasonable efforts to cause the depository bank to comply at any time with instructions from the Collateral Agent (acting at the written direction of the Required Secured Debtholders) to such depository bank directing the disposition of funds from time to time credited to such Deposit Account, without further consent of such Grantor. The Collateral Agent agrees not to provide any such depository bank any such instructions unless an Event of Default or other Actionable Default has occurred and is continuing.

5.14 Financial Assets. If any Securities, whether certificated or uncertificated, or other Investment Property now or hereafter acquired by any Grantor are held by such Grantor or its nominee through a Securities Intermediary in a Securities Account that is a Material Account, such Grantor shall (a) if such Grantor opens a Securities Account that is reasonably expected to be (or at any time becomes) a Material Account, promptly notify the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties thereof and (b) subject to any time periods set forth in the Credit Agreement, including Schedule 7.14 thereof, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, use commercially reasonable efforts to cause such Securities Intermediary to agree to comply with entitlement orders or other

instructions from the Collateral Agent (acting at the written direction of the Required Secured Debtholders) to such Securities Intermediary as to such Securities or other Investment Property without further consent of such Grantor. The Collateral Agent agrees not to provide any such Securities Intermediary any such entitlement orders or other instructions unless an Event of Default or other Actionable Default has occurred and is continuing.

SECTION 6 REMEDIAL PROVISIONS.

6.1 Certain Matters Relating to Receivables.

(a) The Collateral Agent shall have the right (but shall in no way be obligated), acting at the written direction of the Required Secured Debtholders, at the expense of any Grantor, if an Event of Default or other Actionable Default does not then exist, to make test verifications of the Receivables that are included in the Collateral in any manner and through any medium, and each Grantor shall furnish all such assistance and information as the Collateral Agent (acting at the written direction of the Administrative Agents) and each Secured Debt Representative for the Security Agreement Secured Parties may reasonably require in connection with such test verifications.

(b) Each Grantor hereby agrees to use its commercially reasonable efforts to continue to collect all amounts due or to become due to such Grantor under the Receivables and any Supporting Obligation and diligently exercise each material right it may have under any Receivable and any Supporting Obligation, in each case, at its own expense. If required by the Collateral Agent (acting at the written direction of the Required Secured Debtholders) at any time after the occurrence and during the continuance of an Event of Default or other Actionable Default, any payments of Receivables, when collected by any Grantor, (i) shall be promptly (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly endorsed by such Grantor to the Collateral Agent if required, in a Collateral Account maintained under the sole dominion and control of the Collateral Agent, subject to withdrawal by the Collateral Agent for the account of the Security Agreement Secured Parties only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Security Agreement Secured Parties, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Collateral Agent's or either Administrative Agent's request but subject to the confidentiality provisions set forth in the Credit Agreement, during the continuance of an Event of Default or other Actionable Default each Grantor shall make available to the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables that are included in the Collateral, including original orders, invoices and shipping receipts.

6.2 Communications with Obligor; Grantors Remain Liable.

(a) The Collateral Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default or other Actionable Default communicate with obligors under the Receivables and parties to the Contracts to verify with them to the Collateral Agent's satisfaction the existence, amount and terms of any Receivables or Contracts that constitute Collateral.

(b) The Collateral Agent may at any time after the occurrence and during the continuance of an Event of Default or other Actionable Default notify, or require any Grantor to so notify, the Account Debtor or counterparty on any Receivable or Contract that constitutes Collateral of the security interest of the Collateral Agent therein. In addition, after the occurrence and during the continuance of an Event of Default or other Actionable Default, the Collateral Agent may upon written notice to the applicable Grantor, notify, or require any Grantor to notify, the Account Debtor or counterparty to make all payments under such Receivables and Contracts directly to the Collateral Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables and Contracts that constitutes Collateral to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. No Security Agreement Secured Party shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by any Security Agreement Secured Party of any payment relating thereto, nor shall any Security Agreement Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) or Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Securities.

(a) Unless an Event of Default or other Actionable Default has occurred and is continuing and the Collateral Agent shall have given notice to the relevant Grantor of the Collateral Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Equity Interests and all payments made in respect of the Pledged Notes, to the extent not prohibited by the Credit Agreement and the other Secured Debt Documents, if applicable, and to exercise all voting and corporate and other ownership (or other similar) rights with respect to the Pledged Securities; provided, however, that no vote shall be cast or corporate or other ownership right exercised or other action taken which would materially impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, the Collateral Agency Agreement, this Agreement or any other Secured Debt Document, if applicable.

(b) If an Event of Default or other Actionable Default shall occur and be continuing and the Collateral Agent (acting at the written direction of the Required Secured Debtholders) shall have given notice to the relevant Grantor of the Collateral Agent's intent to exercise its rights pursuant to this Section 6.3(b): (i) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the Collateral Agent who shall thereupon have the sole right, but shall be under no obligation, to exercise or refrain from exercising such voting and other consensual rights; (ii) the Collateral Agent shall have the right, without notice to any Grantor (where permitted by applicable Laws), any such notice being expressly waived by each Grantor, to transfer all or any portion of the Investment Property to its name or the name of its nominee or agent; and (iii) the Collateral Agent shall have the right, without notice to any Grantor, to exchange any certificates or instruments representing any Investment Property for certificates or instruments of smaller or larger denominations. In order to permit the Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Collateral Agent all proxies, dividend payment orders and other instruments as the Collateral Agent or either Administrative Agent may from time to time reasonably request and each Grantor acknowledges that the Collateral Agent may utilize the power of attorney set forth herein.

(c) Each Grantor hereby authorizes and instructs each issuer of any Pledged Securities pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Collateral Agent in writing that (x) states that an Event of Default or other Actionable Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each such issuer shall be fully protected in so complying, and (ii) upon any such instruction following the occurrence and during the continuance of an Event of Default or other Actionable Default, pay any dividends, distributions or other payments with respect to the Investment Property, including Pledged Securities, directly to the Collateral Agent.

6.4 Proceeds to be Turned Over to Collateral Agent.

In addition to the rights of the Security Agreement Secured Parties specified in Section 6.1 with respect to payments of Receivables, if an Event of Default or other Actionable Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, cash equivalents, checks and other near-cash items shall, if requested in writing by the Collateral Agent (acting at the written direction of the Required Secured Debtholders), be held by such Grantor in trust for the Security Agreement Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Collateral Agent in the exact form received by such Grantor (duly endorsed by such Grantor to the Collateral Agent, if required). All Proceeds received by the Collateral Agent hereunder shall be held by the Collateral Agent in accordance with the Senior Intercreditor Agreement and the Collateral Agency Agreement. All Proceeds while held by the Collateral Agent (or by such Grantor in trust for the Security Agreement

Secured Parties) shall continue to be held as collateral security for all the Secured Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrower and the Collateral Agent (acting at the written direction of the Required Secured Debtholders), or, if an Event of Default or other Actionable Default shall have occurred and be continuing, at any time at the Collateral Agent's election (acting at the written direction of the Required Secured Debtholders), the Collateral Agent may apply all or any part of the net Proceeds (after deducting fees and reasonable out-of-pocket expenses as provided in Section 6.6) constituting Collateral realized through the exercise by the Collateral Agent of its remedies hereunder, whether or not held in any Collateral Account, in payment of the Secured Obligations in accordance with the Collateral Agency Agreement.

6.6 Code and Other Remedies.

(a) If an Event of Default or other Actionable Default shall occur and be continuing, the Collateral Agent, on behalf of the Security Agreement Secured Parties, may exercise, in addition to all other rights and remedies granted to it in this Agreement, the Senior Intercreditor Agreement, the Collateral Agency Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the New York UCC (whether or not the New York UCC applies to the affected Collateral) or its rights under any other applicable Laws or in equity. Without limiting the generality of the foregoing, the Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by applicable Laws referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances collect, receive, appropriate and realize upon the Collateral, or any part thereof, and may sell, lease, license, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Security Agreement Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Each Security Agreement Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by applicable Laws, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable Laws) all rights of redemption, stay or appraisal which it now has or may at any time in the future have under any Laws now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by applicable Laws, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may,

without further notice, be made at the time and place to which it was so adjourned. The Collateral Agent may sell the Collateral without giving any warranties as to the Collateral. The Collateral Agent may specifically disclaim or modify any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. Each Grantor agrees that it would not be commercially unreasonable for the Collateral Agent to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. To the extent permitted by applicable Laws, each Grantor hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. Each Grantor further agrees, at the Collateral Agent's request (acting at the written direction of the Required Secured Debtholders), to assemble the Collateral and make it available to the Collateral Agent at places which the Collateral Agent shall reasonably select (acting at the written direction of the Required Secured Debtholders), whether at such Grantor's premises or elsewhere. To the extent permitted by applicable Laws, and so long as an Event of Default or other Actionable Default is continuing, the Collateral Agent shall have the right to enter onto the property where any Collateral is located and take possession thereof with or without judicial process.

(b) The Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6 in accordance with the Collateral Agency Agreement. If the Collateral Agent sells any of the Collateral upon credit, the Grantor will be credited only with payments actually made by the purchaser and received by the Collateral Agent and applied to indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, the Collateral Agent may resell the Collateral and the Grantor shall be credited with proceeds of the sale. To the extent permitted by applicable Laws, each Grantor waives all claims, damages and demands it may acquire against any Security Agreement Secured Party arising out of the exercise by any Security Agreement Secured Party of any rights hereunder.

(c) In the event of any disposition of any of the Intellectual Property, the goodwill of the business connected with and symbolized by any Trademarks subject to such disposition shall be included, and the applicable Grantor shall, to the extent commercially reasonable and feasible under the circumstances, supply the Collateral Agent or its designee with such Grantor's know-how and expertise, and with documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property subject to such disposition, and such Grantor's customer lists and other records and documents relating to such Intellectual Property and to the manufacture, distribution, advertising and sale of such products and services.

6.7 Private Sales, etc.

(a) Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any or all the Pledged Equity Interests, by reason of certain prohibitions contained in the Securities Act, applicable state, provincial or territorial securities laws or other applicable Laws, and may be compelled to resort to one or more private sales thereof, including, without limitation, to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Equity Interests for the period of time necessary to permit the issuer thereof to register such securities for public sale under the Securities Act, under applicable state, provincial or territorial securities laws or other applicable Laws, even if such issuer would agree to do so.

(b) Each Grantor agrees to use commercially reasonable efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Equity Interests pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Security Agreement Secured Parties, that the Security Agreement Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default or other Actionable Default has occurred and is continuing or a defense of payment.

6.8 Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Secured Obligations and the reasonable fees and disbursements of any outside attorneys employed by any Security Agreement Secured Party to collect such deficiency.

6.9 Deposit Accounts/Securities Accounts. Upon the occurrence of an Event of Default or other Actionable Default and during continuation thereof without limiting other remedies available to the Collateral Agent, the Collateral Agent may prevent withdrawals or other dispositions of funds in Deposit Accounts and Securities Accounts subject to control agreements or held with any Secured Party.

SECTION 7 THE COLLATERAL AGENT.

7.1 Collateral Agent's Appointment as Attorney-in-Fact, etc.

(a) Each Grantor hereby irrevocably constitutes and appoints the Collateral Agent, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of

such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Collateral Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or Contract or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent (acting at the written direction of the Required Secured Debtholders) for the purpose of collecting any and all such moneys due under any Receivable or Contract or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent or either Administrative Agent may request to evidence the Security Agreement Secured Parties' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct (acting at the written direction of the Required Secured Debtholders); (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Collateral Agent may deem

appropriate (acting at the written direction of the Required Secured Debtholders); (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall determine acting at the written direction of the Required Secured Debtholders; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option (acting at the written direction of the Required Secured Debtholders) and such Grantor's expense, at any time, or from time to time, all acts and things which the Collateral Agent deems necessary (acting at the written direction of the Required Secured Debtholders) to protect, preserve or realize upon the Collateral and the Security Agreement Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Collateral Agent agrees that, except as provided in Section 7.1(b), it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default or other Actionable Default has occurred and is continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Collateral Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement; provided, however, that unless an Event of Default or other Actionable Default has occurred and is continuing or time is of the essence, the Collateral Agent shall not exercise this power without first making demand on the applicable Grantor and such Grantor failing to promptly comply therewith.

(c) [Reserved.]

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Collateral Agent. The Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equivalent to that which the Collateral Agent, in its individual capacity, accords its own property consisting of similar instruments or interests, it being understood that neither the Collateral Agent, nor any of the other Security Agreement Secured Parties, nor any of their respective officers, directors, partners, employees, agents, attorneys and other advisors, attorneys-in-fact or affiliates, shall have responsibility or liability for, without limitation, (i) ascertaining or taking action with respect to

calls, conversions, exchanges, maturities, tenders or other matters relating to any Securities Collateral, whether or not the Collateral Agent or any other Security Agreement Secured Party has or is deemed to have knowledge of such matters, (ii) taking any necessary steps to preserve rights against any Person with respect to any Collateral, or (iii) failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof, except as required by the Collateral Agency Agreement, or as otherwise directed pursuant to the Collateral Agency Agreement. The powers conferred on the Security Agreement Secured Parties hereunder are solely to protect the Security Agreement Secured Parties' interests in the Collateral and shall not impose any duty upon any Security Agreement Secured Party to exercise any such powers. The Security Agreement Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, partners, employees, agents, attorneys and other advisors, attorneys-in-fact or affiliates shall be responsible to any Grantor for any act or failure to act hereunder, except to the extent that any such act or failure to act is found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from their own gross negligence or willful misconduct in breach of a duty owed to such Grantor.

7.3 Execution of Financing Statements. Each Grantor acknowledges that pursuant to Section 9-509(b) of the New York UCC and any other applicable Laws, each Grantor authorizes, but does not obligate, the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties, to file or record financing, registration or continuation statements, and amendments thereto, and other filing or recording documents or instruments with respect to the Collateral, without the signature of such Grantor, in such form and in such offices as the Collateral Agent reasonably determines appropriate to perfect or maintain the perfection of the security interests of the Collateral Agent under this Agreement. Because each security interest granted hereunder is intended to cover substantially all the assets of each Grantor, each Grantor agrees that such financing statements may describe the collateral in the same manner as described in this Agreement or as "all assets," "all personal property" or words of similar effect, regardless of whether or not the Collateral includes all assets or all personal property of such Grantor, or such other description as the Collateral Agent, in its sole judgment, determines is necessary or advisable that is of an equal or lesser scope or with greater detail. A photographic or other reproduction of this Agreement shall, where permitted by applicable Laws, be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction. Notwithstanding the foregoing, the Collateral Agent shall not be responsible for filing any financing, registration or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral.

7.4 Authority of Collateral Agent. Each Grantor acknowledges that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Collateral Agent and the other Security Agreement Secured Parties, be governed by the Collateral Agency Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent

and the Grantors, the Collateral Agent shall be conclusively presumed to be acting as agent for the Security Agreement Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

7.5 Appointment of Co-Collateral Agents. Subject to the Collateral Agency Agreement, at any time or from time to time, in order to comply with any applicable requirement of law, the Collateral Agent may appoint another bank or trust company or one of more other Persons, either to act as co-agent or agents on behalf of the Security Agreement Secured Parties with such power and authority as may be necessary for the effectual operation of the provisions hereof and which may be specified in the instrument of appointment (which may, in the discretion of the Collateral Agent, include provisions for indemnification and similar protections of such co-agent or separate agent).

7.6 Certain Provisions Concerning Collateral Agent.

(a) The Collateral Agent has been appointed as Collateral Agent pursuant to the Collateral Agency Agreement, the Credit Agreement and the other Secured Debt Documents. The actions of the Collateral Agent hereunder are subject to the provisions of the Collateral Agency Agreement, the Credit Agreement and the other Secured Debt Documents including the rights, protections, privileges, benefits, indemnities and immunities, which are incorporated herein *mutatis mutandis*, as if a part hereof. The Collateral Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking action (including, without limitation, the release or substitution of the Collateral), in accordance with this Agreement, the Collateral Agency Agreement, the Credit Agreement and the other Secured Debt Documents. The Collateral Agent may employ agents and attorneys-in-fact in connection herewith in accordance with the Collateral Agency Agreement and the Credit Agreement. The Collateral Agent may resign and a successor Collateral Agent may be appointed in the manner provided in the Collateral Agency Agreement. Upon the acceptance of any appointment as the Collateral Agent by a successor Collateral Agent, that permitted successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent under this Agreement, and the retiring Collateral Agent shall thereupon be discharged from its duties and obligations under this Agreement from and after the exact time of such discharge. After any retiring Collateral Agent's resignation, the provisions hereof shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent.

(b) The Collateral Agent shall be entitled to rely upon any written notice, statement, certificate, order or other document or any telephone message believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and, with respect to all matters pertaining to this Agreement and its duties hereunder, upon advice of counsel selected by it.

(c) If any item of Collateral also constitutes collateral granted to the Collateral Agent under any other deed of trust, mortgage, security agreement, pledge or instrument

of any type, in the event of any conflict between the provisions hereof and the provisions of such other deed of trust, mortgage, security agreement, pledge or instrument of any type in respect of such collateral, the provisions of this Agreement shall control, except that, in the case of security agreements created under Brazilian law, the specific provisions of this Agreement will prevail to the extent that the same do not conflict with Brazilian law.

SECTION 8 MISCELLANEOUS.

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each affected Grantor and the Collateral Agent in accordance with Section 11.1 of the Credit Agreement. Notwithstanding the foregoing, (a) Section 8.17 shall be supplemented by each applicable Assumption Agreement, as set forth therein, in a manner satisfactory to each Administrative Agent, the Collateral Agent and each applicable additional Grantor executing such Assumption Agreement; and (b) this Agreement may be amended or supplemented for the following purposes described in clauses (i) and (ii) below, and will become effective when executed and delivered (with a copy of any such amendment or supplement to be delivered to each Secured Debt Representative for the Security Agreement Secured Parties) by the Grantors party hereto and the Collateral Agent acting, for such purposes, at the direction of such Grantors (and without the requirement to obtain the direction of the Required Secured Debtholders):

(i) to add to the covenants of the Grantors for the benefit of the holders of the Secured Obligations, or to surrender any right or power herein conferred upon the Grantors;

(ii) to grant a Lien in favor of the Collateral Agent as additional security for the Secured Obligations on any property or assets of such Grantors;

8.2 Notices. All notices, requests and demands to or upon the Collateral Agent, any Secured Debt Representative, or any Grantor hereunder shall be effected in the manner provided for in Section 8.02 of the Collateral Agency Agreement; provided that any such notice, request or demand to or upon any Grantor shall be addressed to such Grantor at its notice address set forth on Schedule 8.2.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. No Security Agreement Secured Party shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or other Actionable Default. No failure to exercise, nor any delay in exercising, on the part of any Security Agreement Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Security Agreement Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which such Security Agreement Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law or at equity.

8.4 Enforcement Expenses; Indemnification.

(a) (i) Section 11.3 of the Credit Agreement shall be incorporated by reference herein *mutatis mutandis* with respect to each Grantor's payment and reimbursement obligations to each Security Agreement Secured Party, and (ii) the applicable provision governing reimbursement of costs and expenses, if any, under each other Secured Debt Document (other than any Loan Document) shall be incorporated by reference herein *mutatis mutandis* with respect to each Grantor's payment or reimbursement obligations to each other Security Agreement Secured Party party to, or who holds Secured Obligations under, such Secured Debt Document.

(b) (i) Section 11.4 of the Credit Agreement shall be incorporated by reference herein *mutatis mutandis* with respect to each Grantor's indemnification obligations to each Security Agreement Secured Party, and (ii) the applicable provision governing indemnification, if any, under each other Secured Debt Document (other than any Loan Document) shall be incorporated by reference herein *mutatis mutandis* with respect to each Grantor's indemnification obligations to each other Security Agreement Secured Party party to, or who holds Secured Obligations under, such Secured Debt Document.

(c) The agreements in this Section shall survive repayment of the Secured Obligations and all other amounts payable under the Credit Agreement and the other Secured Debt Documents.

(d) Section 5.03 and Section 5.04 of the Collateral Agency Agreement shall be incorporated herein *mutatis mutandis* with respect to each Grantor's indemnification, payment and reimbursement obligations to the Collateral Agent.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Security Agreement Secured Parties and their permitted successors and assigns; provided that, except as otherwise permitted by the Credit Agreement and each other Secured Debt Document, no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent (acting at the direction of the Required Secured Debtholders), and any attempted assignment without such consent shall be null and void.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes each Security Agreement Secured Party at any time and from time to time, to the fullest extent permitted by law, while an Event of Default or other Actionable Default has occurred and is continuing, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final) at any time held, in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Security Agreement Secured Party or their Affiliates to or for the credit or the account of such Grantor, or any part thereof in such amounts as such Security Agreement Secured Party may elect, against and on account of any and all of the Secured Obligations now or hereafter existing whether or not such Security Agreement Secured Party shall have made any demand for payment and even though such Secured Obligations may be contingent

or unmatured. Each Security Agreement Secured Party shall notify such Grantor promptly of any such set-off and the application made by such Security Agreement Secured Party or its respective Affiliates, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Security Agreement Secured Party under this Section are in addition to other rights and remedies (including other rights of set-off) which such Security Agreement Secured Party may have.

8.7 Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission or telecopy shall be effective as delivery of a manually executed counterpart hereof.

8.8 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement, together with the Collateral Agency Agreement and all of the other Secured Debt Documents and all certificates and documents delivered hereunder or thereunder, embodies the entire agreement of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. Delivery of an executed signature page of this Agreement shall be as effective as delivery of a manually executed counterpart hereof.

8.11 **APPLICABLE LAW.** **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO (INCLUDING THE SUBMISSION TO JURISDICTION IN SECTION 8.12) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.**

8.12 Submission to Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) agrees that any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of New York sitting in New York County or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, each party hereto accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts,

except that the Collateral Agent (acting at the direction of the Required Secured Debtholders) or any of the Security Agreement Secured Parties may, in their sole discretion, bring legal action or proceedings in other appropriate jurisdictions with respect to the enforcement of its rights with respect to the Collateral. Each Grantor hereto hereby irrevocably waives any right to any other jurisdiction to which it may be entitled on account of domicile, residence or otherwise and waives any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, that such Grantor may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions;

(b) consents and agrees to the service of any and all process in any such action or proceeding by the mailing (by registered or certified mail, postage prepaid) of copies of such process to such Grantor at its address referred to in Section 8.2 or to the Borrower at its address specified in Section 8.2. Each Grantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Laws;

(c) agrees that nothing contained in this Section 8.12 shall affect the right of the Collateral Agent or any Security Agreement Secured Party to serve process in any other manner permitted by applicable Laws, or commence legal proceedings or otherwise proceed against any Grantor in any other jurisdiction;

(d) to the extent that any such Grantor has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether from service or notice, attachment prior to judgment, attachment in aid of execution of a judgment, execution or otherwise), hereby irrevocably waives such immunity in respect of its obligations hereunder; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 8.12 any special, exemplary, punitive or consequential damages.

8.13 Acknowledgments. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement, the Collateral Agency Agreement, and each other Secured Debt Document to which it is a party;

(b) no Security Agreement Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement, the Collateral Agency Agreement or any of the other Secured Debt Documents, and the relationship between the Grantors, on the one hand, and the Security Agreement Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the Collateral Agency Agreement or the other Secured Debt Documents or otherwise exists by virtue of the transactions

contemplated hereby among the Security Agreement Secured Parties or among the Grantors and the Security Agreement Secured Parties.

8.14 Additional Grantors. Each Subsidiary of the Parent that is required to become a party to this Agreement pursuant to Section 7.11 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Releases.

(a) Upon the occurrence of the Pledge and Security Termination Date, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors.

(b) Any Grantor shall be automatically released from its obligations hereunder and the security interest in the Collateral of such Grantor shall be automatically released upon notice thereof to each Administrative Agent if such release does not require consent of each Lender and each Roll-Off Lender under Section 11.1(c)(i)(G) of the Credit Agreement (i) in connection with such Grantor (other than the Parent or a member of the MII Group) (x) ceasing to be a Restricted Subsidiary as a result of a transaction or designation permitted under the Credit Agreement or (y) becoming an Excluded Subsidiary, (ii) if such release is approved, authorized or ratified in writing by the Requisite Lenders, (iii) if such Grantor (other than the Borrower, a member of the MII Group or a direct or indirect holder of the equity of the Borrower) ceases to be a Wholly-Owned Subsidiary of the Parent as a result of a transaction permitted under, or otherwise not prohibited by, the Credit Agreement or (iv) (x) if such Grantor is a MII Borrower and the aggregate book value of assets owned by such MII Borrower is less than \$25,000.00, in the case of a MII US Borrower, on December 31, 2022, and in the case of any other MII Borrower, upon notice thereof to each Administrative Agent on or after December 31, 2022 or (y) if such Grantor is a member of the MII Group (other than a MII Borrower) and the aggregate book value of assets owned by such member of the MII Group is less than \$25,000.00, upon notice thereof to each Administrative Agent.

(c) Upon any assets that are subject to a Lien permitted by Section 8.2(b), (d)(ii), (d)(iii) or (o) of the Credit Agreement or any refinancings thereof permitted under Section 8.2(e) of the Credit Agreement, the security interest in such Collateral shall be automatically released or subordinated, as applicable.

(d) (x) So long as the aggregate book value of assets owned by a MII Borrower is less than \$25,000.00, any Collateral granted by such MII Borrower, in the case of a MII US Borrower, on December 31, 2022, and in the case of any other MII Borrower, shall be automatically released upon notice thereof to each Administrative Agent on or after December 31, 2022 or (y) so long as the aggregate book value of assets owned by a member of the MII Group (other than a MII Borrower) is less than \$25,000.00, any Collateral

granted by such member of the MII Group shall be automatically released upon notice thereof to each Administrative Agent.

(e) Upon any sale or other transfer by any Grantor of any Collateral (other than any transfer to another Grantor) that is permitted under the Credit Agreement, the security interest in such Collateral shall be automatically released.

(f) Each Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement originally filed in connection herewith without the prior written consent of the Collateral Agent, subject to such Grantor's rights under Sections 9-509(d)(2) and 9-518 of the New York UCC.

8.16 WAIVER OF JURY TRIAL. EACH GRANTOR AND COLLATERAL AGENT WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT, THE COLLATERAL AGENCY AGREEMENT OR ANY OTHER SECURED DEBT DOCUMENT.

8.17 Riders for Certain Jurisdictions.

(a) Norway

(i) Notwithstanding anything set out to the contrary in this Agreement, the Collateral Agency Agreement or any other Secured Debt Document to the contrary:

(1) the obligation of J. Ray McDermott (Norway) AS (and any other Grantor from time to time incorporated under the laws of Norway) to grant Collateral shall be limited to what is legally permitted under mandatory Norwegian law; and

(2) the obligations and liabilities of J. Ray McDermott (Norway) AS (and any other Grantor from time to time incorporated under the laws of Norway) under any provision of this Agreement, the Collateral Agency Agreement or any other Secured Debt Document to which it is a party shall not include any obligations or liabilities to the extent they would constitute unlawful financial assistance within the meaning of Section 8-7 and/or 8-10, cfr. Section 1-4, of the Norwegian Companies Act of 13 June 1997 no. 44, and the obligations and liabilities of J. Ray McDermott (Norway) AS (and any other Grantor from time to time incorporated under the laws of Norway) under this Agreement, the Collateral Agency Agreement or any other Secured Debt Document only apply to the extent permitted by those provisions of the Norwegian Companies Act of 13 June 1997 no. 44; and

(ii) The total liability of each of J. Ray McDermott (Norway) AS and any other Grantor from time to time incorporated under the laws of Norway under this Agreement, the Collateral Agency Agreement or any other Secured Debt Document to which it is a party shall never exceed \$15,000,000,000 plus interest

thereon and fees, costs and expenses as set out in this Agreement, the Collateral Agency Agreement or any other Secured Debt Document.

(b) Ireland

The obligations and liabilities of any Grantor incorporated in Ireland shall not extend to any obligations or liabilities to the extent that doing so would constitute unlawful financial assistance within the meaning of Section 82 of the Companies Act 2014 of Ireland notwithstanding any applicable exemptions and/or undertaking of any applicable prescribed whitewash, summary approval procedure or similar financial assistance procedure.

(c) Cayman Islands

(i) Each Grantor (including any Grantor who becomes a Grantor pursuant to Section 8.14) of a security interest over Pledged Stock issued by a company incorporated in the Cayman Islands shall deliver to the Collateral Agent a duly executed and undated instrument of transfer and each of the items specified in Schedules 3.1 and 7.14 of the Credit Agreement in respect of such Pledged Stock, at the times and in the manner stipulated in such schedules and the Credit Agreement.

(ii) Each Grantor hereby irrevocably waives any right to require a proceeding first against the Borrower or any other Person, any right to request the division of their payment obligation among the Grantors and any right to request that collateral be foreclosed upon, however such rights may be denominated under the laws of any jurisdiction.

(d) Canada

(i) Each Canadian Grantor confirms that value has been given by the Security Agreement Secured Parties to the Grantors, that each Canadian Grantor has rights in its Collateral existing at the date of this Agreement and that the Grantors and the Collateral Agent have not agreed to postpone the time for attachment of the security interests created under this Agreement to any of the Collateral. The Security Interests shall have effect and be deemed to be effective whether or not any secured obligations or any part thereof are owing or in existence before or after or upon the date of this Agreement.

(ii) Each of the Grantors acknowledges that certain of the Collateral may now or in the future consist of shares or other equity interests in the capital stock of an unlimited company, unlimited liability corporation or unlimited liability company incorporated or established in Canada (a “Canadian ULC”), and that it is the intention of the Collateral Agent and the Grantors that the Collateral Agent should not under any circumstances prior to realization thereon be held to be a “member” or a “shareholder”, as applicable, of a Canadian ULC for the purposes of the *Companies Act* (Nova Scotia), the *Business Corporations Act* (Alberta), the *Business Corporations Act* (British Columbia) or any other present or future Laws

governing Canadian ULCs. Therefore, notwithstanding any provisions to the contrary contained in this Agreement, the Credit Agreement or any other Secured Debt Document, where a Grantor is the registered owner of shares in a Canadian ULC which are Collateral, that Grantor shall remain the sole registered owner of such Canadian ULC shares until such time as such ULC shares are effectively transferred into the name of the Collateral Agent or any other Person on the books and records of the applicable Canadian ULC. Accordingly, the Grantors shall be entitled to receive and retain for their own account any dividend on or other distribution, if any, with respect to such Canadian ULC shares and shall have the right to vote such Canadian ULC shares and to control the direction, management and policies of the applicable Canadian ULC to the same extent as the relevant Grantor would if such Canadian ULC shares were not pledged to the Collateral Agent pursuant hereto. Nothing in this Agreement, the Credit Agreement or any other Secured Debt Document is intended to, and nothing in this Agreement, the Credit Agreement or any other Secured Debt Document shall, constitute the Collateral Agent or any Person other than the Grantors, a member or shareholder of a Canadian ULC for the purposes of any Canadian ULC Laws (whether listed or unlisted, registered or beneficial), until such time as notice is given to the Grantors and further steps are taken pursuant hereto or thereto so as to register the Collateral Agent or such other Person, as specified in such notice, as the holder of such Canadian ULC shares. To the extent any provision hereof would have the effect of constituting the Collateral Agent as a member or a shareholder, as applicable, of any Canadian ULC prior to such time, such provision shall be severed herefrom and shall be ineffective with respect to Canadian ULC shares which are Collateral without otherwise invalidating or rendering unenforceable this Agreement or invalidating or rendering unenforceable such provision insofar as it relates to Collateral which is not Canadian ULC shares. Except upon the exercise of rights of the Collateral Agent to sell, transfer or otherwise dispose of any Canadian ULC shares in accordance with this Agreement, the Grantors shall not cause or permit, or enable an issuer that is a Canadian ULC to cause or permit, the Collateral Agent to: (i) be registered as a shareholder or member of such issuer; (ii) have any notation entered in their favor in the share register of such issuer; (iii) be held out as shareholders or members of such issuer; (iv) receive, directly or indirectly, any dividends, property or other distributions from such issuer by reason of the Collateral Agent holding a security interest over the Canadian ULC shares; or (iv) act as a shareholder of such issuer, or exercise any rights of a shareholder including the right to attend a meeting of shareholders of such issuer or to vote its shares.

(e) Arkansas

FOR THE AVOIDANCE OF DOUBT, WITH RESPECT TO ANY GRANTOR ORGANIZED IN ARKANSAS, THIS AGREEMENT AND ALL SECURED DEBT DOCUMENTS ARE AND ARE INTENDED TO BE IN SUPPORT OF CONTRACTS TO BORROW OR LEND MONEY.

(f) Liechtenstein

(i) Notwithstanding anything set out to the contrary in this Agreement, the Collateral Agency Agreement or any other Secured Debt Document, if and to the extent that (i) the obligations of a Grantor incorporated under the laws of Liechtenstein (each, a “Liechtenstein Grantor”) which arise under this Agreement, the Collateral Agency Agreement or any other Secured Debt Document as well as any payments thereunder are for the benefit of the Liechtenstein Grantor’s (a) direct or indirect shareholder(s) (or holder(s) of the founder’s rights), or (b) other affiliated companies (other than its direct or indirect subsidiaries), and (ii) complying with such obligations would constitute a violation of Art. 545 (2) of the Liechtenstein Persons and Companies Act (*Personen- und Gesellschaftsrecht*) or similar mandatory provisions of Liechtenstein law prohibiting capital repayment or restricting profit distributions, then the aggregate obligations of the Liechtenstein Grantor under this Agreement, the Collateral Agency Agreement and any other Secured Debt Document shall be limited as follows:

(1) The aggregate obligations and liabilities (including interest thereon and fees, costs and expenses) of the Liechtenstein Grantor under this Agreement, the Collateral Agency Agreement and any other Secured Debt Document (including the proceeds from the enforcement of any security interest granted by the Liechtenstein Grantor under any Secured Debt Document, and including a Security Agreement Secured Party’s right to set-off a claim it holds vis-à-vis another Grantor against an obligation such Security Agreement Secured Party owes to the Liechtenstein Grantor) shall be limited to the maximum amount of the Liechtenstein Grantor’s distributable net assets available for distribution to the shareholder(s) (or holder(s) of the founder’s rights) of the respective Liechtenstein Grantor in accordance with Art. 545 (2) of the Liechtenstein Persons and Companies Act (*Personen- und Gesellschaftsrecht*) and other mandatory provisions of Liechtenstein law and the provisions of its articles of association and by-laws (net of taxes, if applicable) as determined in accordance with subparagraph (3) below at the time, as the case may be, performance of the relevant obligation or payment of the relevant liability becomes due, the relevant security interest is realized, or the relevant set-off takes effect (from time to time, each a “Liechtenstein Maximum Amount”).

(ii) The limitations set out herein (as may apply) shall not (generally or definitively) free the Liechtenstein Grantor

(1) from its obligations hereunder, under the Collateral Agency Agreement or under any other Secured Debt Document in excess thereof, but merely postpone the fulfilment date thereof until such time or times as fulfilment is again possible in accordance with the above mentioned limitations.

(2) In order to allow the Security Agreement Secured Parties to obtain the maximum benefit under and out of this Agreement and the other Secured Debt Documents, the Liechtenstein Grantor undertakes to promptly implement all such measures and/or to promptly procure the fulfilment of all

prerequisites allowing it to make the (requested) payment(s), including the following:

(A) preparation of an audited interim balance sheet (*geprüfter Zwischenabschluss*) of the Liechtenstein Grantor in accordance with generally accepted accounting principles and Liechtenstein law, observing the accounting principles applied in the previous years for the creation of the non-consolidated financial statement;

(B) confirmation of the auditors of the relevant Liechtenstein Grantor that the relevant Liechtenstein Maximum Amount represents (the maximum of) freely distributable profits;

(C) approval by the competent bod(y)(ies) of the Liechtenstein Grantor of the (resulting) profit distribution in the amount of the Liechtenstein Maximum Amount; and

(D) all such other measures necessary or useful, if and to the extent permitted by Liechtenstein law, to allow the Liechtenstein Grantor to fulfil its obligations hereunder with a minimum of limitation, including the conversion of unnecessary restricted reserves into distributable reserves and the disposal of any of its assets that are not required for the Liechtenstein Grantor's business and the book value of which is significantly lower than its market value, in which case the Liechtenstein Grantor shall notify the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties immediately about the sale proceeds and the book value of its respective assets and of the realized hidden reserves (*stille Reserven*).

(iii) For the avoidance of doubt, the limitations hereinbefore referred to shall not lead to an obligation of the Liechtenstein Grantor to decrease its statutory capital or statutory reserves (*statutarischer Reservefonds*).

(g) Brazil

(i) Notwithstanding anything set out to the contrary in this Agreement, the Collateral Agency Agreement or any other Secured Debt Document to the contrary:

(1) the obligation of any Grantor incorporated under the laws of the Federative Republic of Brazil to grant any Collateral shall be limited to what is legally permitted under Brazilian law; and

(2) any Collateral to be created over any property or any asset of a Grantor located in Brazil shall be governed by Brazilian law, as per Section 8 of Brazilian Federal Decreto-Lei No. 4.657, of September 4, 1942.

(h) Malaysia

(i) Notwithstanding anything set out to the contrary in this Agreement, the Credit Agreement, the Collateral Agency Agreement or any other Secured Debt Document to the contrary:

(1) the obligation of the Malaysian Grantor to grant the Collateral shall be limited to what is legally permitted under Malaysian law;

(2) prior to the BNM Security Commencement Date, the Malaysian Grantor shall not be obliged to secure any obligation and/or liability of the Borrower under any provision of this Agreement, the Credit Agreement, the Collateral Agency Agreement or any other Secured Debt Document; and

(3) on the BNM Security Commencement Date and thereafter, the Malaysian Grantor shall secure such obligations and liabilities of the Borrower under or in connection with this Agreement, the Credit Agreement, the Collateral Agency Agreement or any other Secured Debt Document to the extent as permitted under the BNM Approval subject to such terms and conditions as may be imposed by BNM in the BNM Approval.

(ii) For the purpose of clause (i) above:

(1) “**BNM**” means Bank Negara Malaysia, a statutory body established under the Central Bank of Malaysia Act 2009.

(2) “**BNM Approval**” means the written approval of BNM in respect of the financial guarantee provided by the Malaysian Grantor under this Agreement which is required to be approved by BNM pursuant to the Malaysian Financial Services Act 2013 and the Malaysian foreign exchange administration notices issued by BNM.

(3) “**BNM Security Commencement Date**” means the date on which the BNM Approval has been obtained.

(4) “**Malaysian Grantor**” means McDermott Asia Pacific Sdn Bhd, a company which is established under the laws of Malaysia.

8.18 Excluded Subsidiaries. Notwithstanding anything in this Agreement to the contrary, if any Subsidiary of the Parent or any member of the MII Group has executed and delivered this Agreement to become a Grantor hereunder, or has otherwise become a party to this Agreement as a Grantor, and such Subsidiary is or becomes an Excluded Subsidiary under clause (a) of the definition thereof and has delivered notice thereof to each Administrative Agent in accordance with Section 10.7(c)(i)(y) of the Credit Agreement, such Subsidiary will not be considered a party to this Agreement or a Grantor hereunder in any respects, and will not have any obligations under this Agreement, until such time that it is no longer an Excluded Subsidiary under clause (a) of the definition thereof.

8.19 Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation, winding-up or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Indebtedness, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Indebtedness, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Indebtedness shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

8.20 Collateral Agency Agreement; Senior Intercreditor Agreement. This Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Collateral Agency Agreement and the Senior Intercreditor Agreement. Subject to the last sentence of this Section 8.20, in the event of a conflict between the terms of the Collateral Agency Agreement and this Agreement, the terms of such Collateral Agency Agreement shall prevail. In the event of a conflict or any inconsistency between the terms of the Collateral Agency Agreement, the Senior Intercreditor Agreement and this Agreement, the relevant terms of the Senior Intercreditor Agreement shall prevail.

8.21 DIP Pledge and Security Agreement; 2019 Superpriority Pledge and Security Agreement. This Agreement supersedes the DIP Pledge and Security Agreement and the 2019 Superpriority Pledge and Security Agreement (together, the "Existing Security Agreements") in their entirety; provided, however that (a) pursuant to and in accordance with Section 97 of the Confirmation Order and Article IV F.1 of the Plan of Reorganization, all Liens created by the Existing Security Agreements shall (v) continue for the benefit of the Security Agreement Secured Parties solely for the purposes of seasoning the Secured Obligations, (w) be unaltered by the Plan of Reorganization, (x) continue and remain attached to the property of the Reorganized Debtors and their Affiliates (both as defined in the Plan of Reorganization) to the same extent such Liens were attached to the property of the Debtors (as defined in the Confirmation Order) prior to the Effective Date, (y) shall be assigned to the Collateral Agent for the benefit of the Security Agreement Secured Parties and (z) on and after the Effective Date, the granting, attachment, perfection, priority, and continuation of such Liens shall be governed by the terms of this Agreement and the other Loan Documents and (b) the liens, security interests, and other interests in the collateral covered by the Existing Security Agreements to the extent not released on or prior to the date hereof (hereinafter, the "Original Collateral") granted by the Grantors under the Existing Security Agreements are and shall remain legal, valid, binding, and enforceable with regard to such Original Collateral. Each Grantor hereby acknowledges and confirms the continuing existence and effectiveness of such liens, security interests, and other interests in the Original Collateral granted under the Existing Security Agreements pursuant to and in accordance with Section 97 of the Confirmation Order and Article IV F.1 of the Plan of Reorganization, and further agrees that the execution and delivery of this Agreement and the other Secured Debt Documents shall not in any way release, diminish, impair, reduce, or otherwise affect such liens, security interests, and/or other interests in the Original Collateral granted under the Existing Security Agreements.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

[Signature pages to come.]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

LEALAND FINANCE COMPANY B.V.,
as Borrower

By: 
Name: Kevin Hargrove
Title: Attorney

MCDERMOTT INTERNATIONAL, LTD,
as Parent

By: 
Name: Kevin Hargrove
Title: Authorized Person

SIGNATURE PAGE TO PLEDGE AND SECURITY AGREEMENT

CB&I BRAZIL HOLDINGS, INC.
CB&I ENERGY SERVICES, LLC
CB&I FABRICATION, LLC
CB&I GROUP INC.
CB&I HOLDCO INTERNATIONAL, LLC
CB&I HOLDCO, LLC
CB&I INTERNATIONAL, INC.
CB&I INTERNATIONAL, LLC
CB&I OFFSHORE SERVICES, INC.
CB&I POWER INTERNATIONAL, INC.
CB&I POWER, LLC
CB&I RIO GRANDE HOLDINGS, L.L.C.
CB&I RIO GRANDE VALLEY FABRICATION
& MANUFACTURING, L.L.C.
INTERNATIONAL CONSULTANTS, L.L.C.
J. RAY HOLDINGS, INC.
MCDERMOTT, INC.
PIKE PROPERTIES II, INC.
SHAW ENERGY SERVICES, INC.
SHAW FABRICATORS, INC.
SHAW HOME LOUISIANA, LLC
SHAW JV HOLDINGS, L.L.C.
SHAW MANAGED SERVICES, LLC
SHAW NUCLEAR ENERGY HOLDINGS (UK), INC.
SHAW POWER DELIVERY SYSTEMS, INC.
SHAW POWER SERVICES, LLC
SHAW PROCESS FABRICATORS, INC.
SHAW SERVICES, L.L.C.
SHAW SSS FABRICATORS, INC.

By: 

Name: Kevin Hargrove

Title: Treasurer

CB&I INTERNATIONAL ONE, LLC
CBI SERVICES, LLC
EDS EQUIPMENT COMPANY, LLC
S C WOODS, L.L.C.
SHAW FAR EAST SERVICES, LLC
SHAW POWER SERVICES GROUP, L.L.C.
CB&I STORAGE TANK SOLUTIONS LLC
CB&I STS DELAWARE LLC
CB&I STS HOLDINGS LLC
CBI COMPANY LTD.
CSA TRADING COMPANY LTD.
OCEANIC CONTRACTORS, INC.

By: 

Name: Kevin Hargrove

Title: Authorized Person

SHAW BENECO, INC.
SHAW MANAGEMENT SERVICES ONE, INC.
SHAW TRANSMISSION & DISTRIBUTION
SERVICES, INC.
SHAW INTERNATIONAL MANAGEMENT SERVICES
TWO, INC.
SHAW POWER TECHNOLOGIES, INC.

By: _____

Name: Kevin Hargrove

Title: Treasurer

HYDRO MARINE SERVICES, INC.
J. RAY MCDERMOTT INTERNATIONAL, INC.
J. RAY MCDERMOTT, S.A.
MCDERMOTT (AMAZON CHARTERING), INC.
MCDERMOTT GULF OPERATING COMPANY, INC.
MCDERMOTT INTERNATIONAL MANAGEMENT,
S. DE RL.
MCDERMOTT INTERNATIONAL TRADING CO., INC.
MCDERMOTT INTERNATIONAL VESSELS, INC.
MCDERMOTT INTERNATIONAL, INC.
J. RAY MCDERMOTT FAR EAST, INC.
J. RAY MCDERMOTT UNDERWATER SERVICES,
INC.
MCDERMOTT CASPIAN CONTRACTORS, INC.
MCDERMOTT INTERNATIONAL INVESTMENTS
CO., INC.
MCDERMOTT MIDDLE EAST, INC.
MCDERMOTT OLD JV OFFICE, INC.
MCDERMOTT OVERSEAS, INC.
MCDERMOTT SUBSEA, INC.
EASTERN MARINE SERVICES, INC.
MCDERMOTT OFFSHORE SERVICES COMPANY,
INC.
NORTH ATLANTIC VESSEL, INC.

By: 
Name: Kevin Hargrove
Title: Treasurer

CBI PANAMA, S.A.

By: 
Name: Kevin Hargrove
Title: Authorized Person

Executed as a Deed by
ENVIRONMENTAL SOLUTIONS (CAYMAN) LTD.

By: _____
Name: Kevin Hargrove
Title: Treasurer

Witnessed

By: _____
Name: Traci Brown
Title: Paralegal

Executed as a Deed by
ENVIRONMENTAL SOLUTIONS HOLDING LTD.

By: 
Name: Kevin Hargrove
Title: Treasurer

Witnessed

By: 
Name: Traci Brown
Title: Paralegal

Executed as a Deed by
ENVIRONMENTAL SOLUTIONS LTD.

By: 
Name: Kevin Hargrove
Title: Treasurer


Witnessed

By: 
Name: Traci Brown
Title: Paralegal


Executed as a Deed by
HIGHLAND TRADING COMPANY, LTD.

By: 
Name: Kevin Hargrove
Title: Treasurer

Witnessed


By: 
Name: Traci Brown
Title: Paralegal



Executed as a Deed by
OASIS SUPPLY COMPANY, LTD.

By: 
Name: Kevin Hargrove
Title: Treasurer

Witnessed 
By: 
Name: Traci Brown
Title: Paralegal

Executed as a Deed by
SHAW E & I INTERNATIONAL LTD.

By: 
Name: Kevin Hargrove
Title: Treasurer

Witnessed 
By: 
Name: Traci Brown
Title: Paralegal

Executed as a Deed by
J. RAY MCDERMOTT INTERNATIONAL VESSELS,
LTD.

By: 
Name: Kevin Hargrove
Title: Treasurer

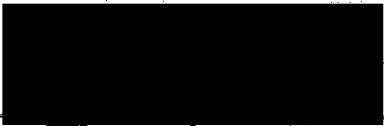
Witnessed

By: 
Name: Traci Brown
Title: Paralegal

Executed as a Deed by
MCDERMOTT CAYMAN LTD.

By: 
Name: Kevin Hargrove
Title: Treasurer

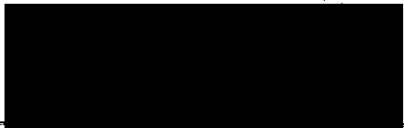
Witnessed

By: 
Name: Traci Brown
Title: Paralegal

Executed as a Deed by
OFFSHORE PIPELINES INTERNATIONAL, LTD.

By: 
Name: Kevin Hargrove
Title: Treasurer

Witnessed

By: 
Name: Traci Brown
Title: Paralegal

J. RAY MCDERMOTT (NORWAY), AS

By: 
Name: Kevin Hargrove
Title: Authorized Person



SIGNATURE PAGE TO PLEDGE AND SECURITY AGREEMENT

CB&I CANADA LTD.
HORTON CBI, LIMITED
LUTECH RESOURCES CANADA LTD.

By: 
Name: Kevin Hargrove
Title: Authorized Person

SIGNATURE PAGE TO PLEDGE AND SECURITY AGREEMENT


CB&I COJAFEX B.V.
CB&I EUROPE B.V.
CB&I HOLDINGS B.V.
CB&I POWER COMPANY B.V.
CB&I RUSLAND B.V.
CBI COMPANY B.V.
CBI COMPANY TWO B.V.
CHICAGO BRIDGE & IRON COMPANY B.V.
COMET II B.V.
LUTECH PROJECT SOLUTIONS B.V.
LUTECH PROJECTS B.V.
MCDERMOTT TECHNOLOGY, B.V.
NETHERLANDS OPERATING COMPANY B.V.

By:

Name:  _____
Kevin Hargrove

Title: Attorney

CHICAGO BRIDGE & IRON (ANTILLES) N.V.
MCDERMOTT INTERNATIONAL MARINE
INVESTMENTS N.V.
MCDERMOTT OVERSEAS INVESTMENT CO. N.V.
VARSY INTERNATIONAL N.V.

By: 
Name: Kevin Hargrove
Title: Attorney

SIGNATURE PAGE TO PLEDGE AND SECURITY AGREEMENT

Executed and Delivered as a Deed by
AITON & CO LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed

By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
CB&I CONSTRUCTORS LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person


Witnessed

By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
CB&I GROUP UK HOLDINGS

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed

By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
CB&I HOLDINGS (UK) LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed

By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
CB&I LONDON

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed

By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
CB&I PADDINGTON LIMITED

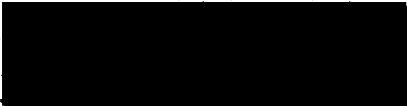

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed

By: 
Name: Traci Brown
Title: Paralegal

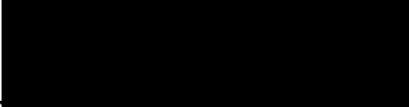

Executed and Delivered as a Deed by
CB&I POWER LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed 
By: 
Name: Traci Brown
Title: Paralegal

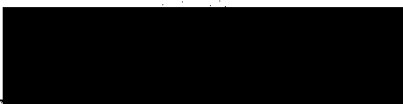

Executed and Delivered as a Deed by
CB&I UK LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed 
By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
CB&I (US) HOLDINGS, LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed 
By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
CBI UK CAYMAN ACQUISITION LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed

By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
LUTECH RESOURCES LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed

By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
OXFORD METAL SUPPLY LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person

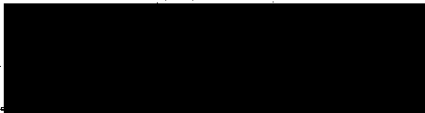
Witnessed

By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
**PIPEWORK ENGINEERING AND DEVELOPMENTS
LIMITED**

By: 
Name: Kevin Hargrove
Title: Authorised Person


Witnessed 

By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
SHAW DUNN LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed 

By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
SHAW GROUP UK LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed 

By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
WHESOE PIPING SYSTEMS LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed 

By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
MCDERMOTT HOLDINGS 1 LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed

By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
MCDERMOTT HOLDINGS 2 LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed

By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
MCDERMOTT HOLDINGS (U.K.) LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed

By: 
Name: Traci Brown
Title: Paralegal

Executed and Delivered as a Deed by
MCDERMOTT MARINE CONSTRUCTION LIMITED

By: 
Name: Kevin Hargrove
Title: Authorised Person

Witnessed

By: 
Name: Traci Brown
Title: Paralegal

CBI EASTERN ANSTALT

By: 
Name: Kevin Hargrove
Title: Authorized Person

J. RAY MCDERMOTT DE MÉXICO, S.A. DE C.V.
MCDERMOTT MARINE MÉXICO, S.A. DE C.V.
SERVICIOS DE FABRICACIÓN DE ALTAMIRA, S.A.
DE C.V.
SERVICIOS PROFESIONALES DE ALTAMIRA, S.A.
DE C.V.
CB&I MATAMOROS, S. DE R. L. DE C.V.

By: 
Name: Kevin Hargrove
Title: Treasurer

CHICAGO BRIDGE DE MÉXICO, S.A. DE C.V.

By: 
Name: Kevin Hargrove
Title: Authorized Person

CB&I NEDERLAND B.V.
CB&I OIL & GAS EUROPE B.V.
LUTECH RESOURCES B.V.

By: 
Name: Kevin Hargrove
Title: Attorney

SIGNATURE PAGE TO PLEDGE AND SECURITY AGREEMENT

CB&I LLC
CHICAGO BRIDGE & IRON
COMPANY, a Delaware corporation
J. RAY MCDERMOTT TECHNOLOGY, INC.
MCDERMOTT BLACKBIRD HOLDINGS, LLC
MCDERMOTT INVESTMENTS, LLC
OPI VESSELS, INC.
850 PINE STREET LLC
A & B BUILDERS, LTD.
ASIA PACIFIC SUPPLY CO.
ATLANTIC CONTINGENCY
CONSTRUCTORS II, LLC
ATLANTIS CONTRACTORS INC.
CB&I CONNECTICUT, INC.
CB&I FINANCIAL RESOURCES LLC
CB&I GLOBAL, L.L.C.
CB&I HOUSTON 06 LLC
CB&I HOUSTON 07 LLC
CB&I HOUSTON 08 LLC
CB&I HOUSTON 09 LLC
CB&I HOUSTON 10 LLC
CB&I HOUSTON 11 LLC
CB&I HOUSTON 12 LLC
CB&I HOUSTON 13 LLC
CB&I HOUSTON LLC
CB&I TYLER LLC
CBI AMERICAS LTD.
CBI OVERSEAS (FAR EAST) INC.
CBI US HOLDING COMPANY INC.
CENTRAL TRADING COMPANY LTD.
HBI HOLDINGS, LLC
CB&I LAURENS, INC.
CB&I NORTH CAROLINA, INC.
CHICAGO BRIDGE & IRON COMPANY
(DELAWARE)
CHICAGO BRIDGE & IRON COMPANY,
an Illinois corporation

CBI HOLDCO TWO INC.
CONSTRUCTORS INTERNATIONAL, L.L.C.
HOWE-BAKER ENGINEERS, LTD.
HOWE-BAKER HOLDINGS, L.L.C.
HOWE-BAKER INTERNATIONAL
MANAGEMENT, LLC
HOWE-BAKER INTERNATIONAL, L.L.C.
HOWE-BAKER MANAGEMENT, L.L.C.
J. RAY MCDERMOTT SOLUTIONS, INC.
MATRIX ENGINEERING, LTD.
MATRIX MANAGEMENT SERVICES, LLC
MCDERMOTT ENGINEERING, LLC
MCDERMOTT SUBSEA ENGINEERING, INC.
NUCLEAR ENERGY HOLDINGS, L.L.C.
PROSPECT INDUSTRIES (HOLDINGS) INC.
SHAW CONNEX, INC.
SHAW INTERNATIONAL INC.
SHAW NC COMPANY, INC.
SHAW TRANSMISSION & DISTRIBUTION
SERVICES INTERNATIONAL, INC.
SPARTEC, INC.
TVL LENDER II, INC.
CB&I PROJECT SERVICES GROUP, LLC
CBI OVERSEAS, LLC
LUTECH RESOURCES INC.
MCDERMOTT TECHNOLOGY, LLC
MCDERMOTT TECHNOLOGY (AMERICAS),
INC.
MCDERMOTT TECHNOLOGY (US), INC.


By: 
Name: Kevin Hargrove
Title: Treasurer

SIGNATURE PAGE TO PLEDGE AND SECURITY AGREEMENT

J. RAY MCDERMOTT HOLDINGS, LLC

By: 
Name: Kevin Hargrove
Title: Treasurer

MCDERMOTT FINANCE L.L.C.

By: 
Name: Kevin Hargrove
Title: Vice President, Treasurer

**MCDERMOTT SERVIÇOS OFFSHORE DO BRASIL
LTDA.**

By: 
Name: Kevin Hargrove
Title: Attorney

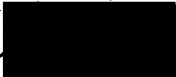
SIGNATURE PAGE TO PLEDGE AND SECURITY AGREEMENT

MCDERMOTT EASTERN HEMISPHERE, LTD.

By: 
Name: Kevin Hargrove
Title: Treasurer


SIGNATURE PAGE TO PLEDGE AND SECURITY AGREEMENT

Executed by **J. RAY MCDERMOTT (AUST.)
HOLDING PTY. LIMITED ACN 002 797 668**
by its Attorney under power of attorney which the
Attorney has received no notice of the revocation
of the power:


.....
Signature of Attorney

Kevin Hargrove
Name of Attorney (print)

Executed by **CBI CONSTRUCTORS PTY.
LTD. ACN 000 612 411** by its Attorney under
power of attorney which the Attorney has
received no notice of the revocation of the power:


.....
Signature of Attorney

Kevin Hargrove
Name of Attorney (print)

Executed by **MCDERMOTT AUSTRALIA
PTY. LTD. ACN 002 736 352** by its Attorney
under power of attorney which the Attorney has
received no notice of the revocation of the
power:

.....
Signature of Attorney

Kevin Hargrove
Name of Attorney (print)

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent**

By: 
Name: **David Bergstrom**
Title: **Vice President**

SCHEDULE 4.3
TO PLEDGE AND SECURITY AGREEMENT

PERFECTED FIRST PRIORITY LIENS

UCC Filings

A UCC1 Financing Statement listing each Grantor, as debtor, and the Collateral Agent, as secured party, should be filed, to the extent not already on file, in the applicable governmental offices set forth below. Each such UCC1 Financing Statement will need to include a description of the Collateral that complies with Section 9-504 of the Uniform Commercial Code.

Grantor	Jurisdiction of Filing
MCDERMOTT INTERNATIONAL, LTD	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT HOLDINGS 1 LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT HOLDINGS 2 LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
EASTERN MARINE SERVICES, INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
HYDRO MARINE SERVICES, INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
J. RAY HOLDINGS, INC.	Delaware Secretary of State
J. RAY MCDERMOTT (AUST.) HOLDING PTY. LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
J. RAY MCDERMOTT DE MEXICO, S.A. DE C.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
J. RAY MCDERMOTT FAR EAST, INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
J. RAY MCDERMOTT HOLDINGS, LLC	Delaware Secretary of State
J. RAY MCDERMOTT INTERNATIONAL, INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
J. RAY MCDERMOTT INTERNATIONAL VESSELS, LTD.	Texas Secretary of State Washington, D.C. Recorder of Deeds
J. RAY MCDERMOTT (NORWAY), AS	Texas Secretary of State Washington, D.C. Recorder of Deeds
J. RAY MCDERMOTT, S. A.	Texas Secretary of State Washington, D.C. Recorder of Deeds
J. RAY MCDERMOTT SOLUTIONS, INC.	Delaware Secretary of State
J. RAY MCDERMOTT TECHNOLOGY, INC.	Delaware Secretary of State
J. RAY MCDERMOTT UNDERWATER SERVICES, INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT (AMAZON CHARTERING), INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT AUSTRALIA PTY. LTD.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT BLACKBIRD HOLDINGS, LLC	Delaware Secretary of State

Grantor	Jurisdiction of Filing
MCDERMOTT CASPIAN CONTRACTORS, INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT CAYMAN LTD.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT ENGINEERING, LLC	Texas Secretary of State
MCDERMOTT FINANCE L.L.C.	Delaware Secretary of State
MCDERMOTT GULF OPERATING COMPANY, INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT HOLDINGS (U.K.) LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT, INC.	Delaware Secretary of State
MCDERMOTT INTERNATIONAL, INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT INTERNATIONAL INVESTMENTS CO., INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MC DERMOTT INTERNATIONAL MARINE INVESTMENTS N.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT INTERNATIONAL MANAGEMENT, S. DE RL.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT INTERNATIONAL TRADING CO., INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT INTERNATIONAL VESSELS, INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT INVESTMENTS, LLC	Delaware Secretary of State
MCDERMOTT MARINE CONSTRUCTION LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT MARINE MEXICO, S.A. DE C.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT MIDDLE EAST, INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT OFFSHORE SERVICES COMPANY, INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT OLD JV OFFICE, INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT OVERSEAS, INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MC DERMOTT OVERSEAS INVESTMENT CO. N.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT SUBSEA ENGINEERING, INC.	Delaware Secretary of State
MCDERMOTT SUBSEA, INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT TECHNOLOGY (AMERICAS), INC.	Delaware Secretary of State
MCDERMOTT TECHNOLOGY (US), INC.	Delaware Secretary of State
MCDERMOTT TECHNOLOGY, B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
NORTH ATLANTIC VESSEL, INC.	Texas Secretary of State Washington, D.C. Recorder of Deeds

Grantor	Jurisdiction of Filing
OFFSHORE PIPELINES INTERNATIONAL, LTD.	Texas Secretary of State Washington, D.C. Recorder of Deeds
OPI VESSELS, INC.	Delaware Secretary of State
SERVICIOS DE FABRICACION DE ALTAMIRA, S.A. DE C.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
SERVICIOS PROFESIONALES DE ALTAMIRA, S.A. DE C.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
SPARTEC, INC.	Delaware Secretary of State
VARSY INTERNATIONAL N.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
850 PINE STREET LLC	Delaware Secretary of State
A & B BUILDERS, LTD.	Texas Secretary of State
AITON & CO LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
ASIA PACIFIC SUPPLY CO.	Delaware Secretary of State
ATLANTIC CONTINGENCY CONSTRUCTORS II, LLC	Delaware Secretary of State
ATLANTIS CONTRACTORS INC.	Delaware Secretary of State
CB&I BRAZIL HOLDINGS, INC.	Any Parish in Louisiana
CB&I CANADA LTD.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CB&I COJAFEX B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CB&I CONNECTICUT, INC.	Delaware Secretary of State
CB&I CONSTRUCTORS LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
CB&I ENERGY SERVICES, LLC	Any Parish in Louisiana
CB&I EUROPE B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CB&I FABRICATION, LLC	Any Parish in Louisiana
CB&I FINANCIAL RESOURCES LLC	Delaware Secretary of State
CB&I GLOBAL, L.L.C.	Delaware Secretary of State
CB&I GROUP UK HOLDINGS	Texas Secretary of State Washington, D.C. Recorder of Deeds
CB&I GROUP INC.	Any Parish in Louisiana
CB&I HOLDCO INTERNATIONAL, LLC	Any Parish in Louisiana
CB&I HOLDCO, LLC	Any Parish in Louisiana
CB&I HOLDINGS (UK) LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
CB&I HOLDINGS B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CB&I HOUSTON 06 LLC	Delaware Secretary of State
CB&I HOUSTON 07 LLC	Delaware Secretary of State

Grantor	Jurisdiction of Filing
CB&I HOUSTON 08 LLC	Delaware Secretary of State
CB&I HOUSTON 09 LLC	Delaware Secretary of State
CB&I HOUSTON 10 LLC	Delaware Secretary of State
CB&I HOUSTON 11 LLC	Delaware Secretary of State
CB&I HOUSTON 12 LLC	Delaware Secretary of State
CB&I HOUSTON 13 LLC	Delaware Secretary of State
CB&I HOUSTON LLC	Delaware Secretary of State
CB&I INTERNATIONAL ONE, LLC	Any Parish in Louisiana
CB&I INTERNATIONAL, INC.	Any Parish in Louisiana
CB&I INTERNATIONAL, LLC	Any Parish in Louisiana
CB&I LAURENS, INC.	South Carolina Secretary of State
CB&I LLC	Texas Secretary of State
CB&I LONDON	Texas Secretary of State Washington, D.C. Recorder of Deeds
CB&I MATAMOROS, S. DE R.L. DE C.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CB&I NEDERLAND B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CB&I NORTH CAROLINA, INC.	North Carolina Secretary of State
CB&I OFFSHORE SERVICES, INC.	Any Parish in Louisiana
CB&I OIL & GAS EUROPE B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CB&I PADDINGTON LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
CB&I POWER COMPANY B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CB&I POWER INTERNATIONAL, INC.	Any Parish in Louisiana
CB&I POWER LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
CB&I POWER, LLC	Any Parish in Louisiana
CB&I PROJECT SERVICES GROUP, LLC	Delaware Secretary of State
CB&I RIO GRANDE HOLDINGS, L.L.C.	Any Parish in Louisiana
CB&I RIO GRANDE VALLEY FABRICATION & MANUFACTURING, L.L.C.	Any Parish in Louisiana
CB&I RUSLAND B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CB&I STORAGE TANK SOLUTIONS LLC	Delaware Secretary of State
CB&I STS DELAWARE LLC	Delaware Secretary of State
CB&I STS HOLDINGS LLC	Delaware Secretary of State

Grantor	Jurisdiction of Filing
CB&I TYLER LLC	Delaware Secretary of State
CB&I UK LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
CBI AMERICAS LTD.	Delaware Secretary of State
CBI COMPANY B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CBI COMPANY LTD.	Delaware Secretary of State
CBI COMPANY TWO B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CBI CONSTRUCTORS PTY. LTD.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CBI EASTERN ANSTALT	Texas Secretary of State Washington, D.C. Recorder of Deeds
CBI HOLDCO TWO INC.	Delaware Secretary of State
CBI OVERSEAS (FAR EAST) INC.	Delaware Secretary of State
CBI OVERSEAS, LLC	Delaware Secretary of State
CBI PANAMA, S.A.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CBI SERVICES, LLC	Delaware Secretary of State
CBI UK CAYMAN ACQUISITION LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
CBI US HOLDING COMPANY INC.	Delaware Secretary of State
CENTRAL TRADING COMPANY LTD.	Delaware Secretary of State
CHICAGO BRIDGE & IRON (ANTILLES) N.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CHICAGO BRIDGE & IRON COMPANY	Delaware Secretary of State
CHICAGO BRIDGE & IRON COMPANY	Illinois Secretary of State
CHICAGO BRIDGE & IRON COMPANY (DELAWARE)	Delaware Secretary of State
CHICAGO BRIDGE & IRON COMPANY B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CHICAGO BRIDGE DE MÉXICO, S.A. DE C.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
COMET II B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
CONSTRUCTORS INTERNATIONAL, L.L.C.	Delaware Secretary of State
CSA TRADING COMPANY LTD.	Delaware Secretary of State
EDS EQUIPMENT COMPANY, LLC	Delaware Secretary of State
ENVIRONMENTAL SOLUTIONS (CAYMAN) LTD.	Texas Secretary of State Washington, D.C. Recorder of Deeds
ENVIRONMENTAL SOLUTIONS HOLDING LTD.	Texas Secretary of State Washington, D.C. Recorder of Deeds
ENVIRONMENTAL SOLUTIONS LTD.	Texas Secretary of State Washington, D.C. Recorder of Deeds

Grantor	Jurisdiction of Filing
HBI HOLDINGS, LLC	Delaware Secretary of State
HIGHLAND TRADING COMPANY, LTD.	Texas Secretary of State Washington, D.C. Recorder of Deeds
HORTON CBI, LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
HOWE-BAKER ENGINEERS, LTD.	Texas Secretary of State
HOWE-BAKER HOLDINGS, L.L.C.	Delaware Secretary of State
HOWE-BAKER INTERNATIONAL MANAGEMENT, LLC	Delaware Secretary of State
HOWE-BAKER INTERNATIONAL, L.L.C.	Delaware Secretary of State
HOWE-BAKER MANAGEMENT, L.L.C.	Delaware Secretary of State
INTERNATIONAL CONSULTANTS, L.L.C.	Any Parish in Louisiana
LEALAND FINANCE COMPANY B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
LUTECH PROJECT SOLUTIONS B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
LUTECH PROJECTS B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
LUTECH RESOURCES B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
LUTECH RESOURCES CANADA LTD.	Texas Secretary of State Washington, D.C. Recorder of Deeds
LUTECH RESOURCES INC.	Delaware Secretary of State
LUTECH RESOURCES LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
MATRIX ENGINEERING, LTD.	Texas Secretary of State
MATRIX MANAGEMENT SERVICES, LLC	Delaware Secretary of State
NETHERLANDS OPERATING COMPANY B.V.	Texas Secretary of State Washington, D.C. Recorder of Deeds
NUCLEAR ENERGY HOLDINGS, L.L.C.	Delaware Secretary of State
OASIS SUPPLY COMPANY, LTD.	Texas Secretary of State Washington, D.C. Recorder of Deeds
OCEANIC CONTRACTORS, INC.	Delaware Secretary of State
OXFORD METAL SUPPLY LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
PIKE PROPERTIES II, INC.	Any Parish in Louisiana
PIPEWORK ENGINEERING AND DEVELOPMENTS LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
PROSPECT INDUSTRIES (HOLDINGS) INC.	Delaware Secretary of State
S C WOODS, L.L.C.	Delaware Secretary of State
SHAW BENECO, INC.	Any Parish in Louisiana
SHAW CONNEX, INC.	Delaware Secretary of State

Grantor	Jurisdiction of Filing
SHAW DUNN LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
SHAW E & I INTERNATIONAL LTD.	Texas Secretary of State Washington, D.C. Recorder of Deeds
SHAW ENERGY SERVICES, INC.	Any Parish in Louisiana
SHAW FABRICATORS, INC.	Any Parish in Louisiana
SHAW FAR EAST SERVICES, LLC	Any Parish in Louisiana
SHAW GROUP UK LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
SHAW HOME LOUISIANA, LLC	Any Parish in Louisiana
SHAW INTERNATIONAL INC.	Delaware Secretary of State
SHAW INTERNATIONAL MANAGEMENT SERVICES TWO, INC.	Any Parish in Louisiana
SHAW JV HOLDINGS, L.L.C.	Any Parish in Louisiana
SHAW MANAGED SERVICES, LLC	Any Parish in Louisiana
SHAW MANAGEMENT SERVICES ONE, INC.	Any Parish in Louisiana
SHAW NC COMPANY, INC.	North Carolina Secretary of State
SHAW NUCLEAR ENERGY HOLDINGS (UK), INC.	Any Parish in Louisiana
SHAW POWER DELIVERY SYSTEMS, INC.	Any Parish in Louisiana
SHAW POWER SERVICES GROUP, L.L.C.	Any Parish in Louisiana
SHAW POWER SERVICES, LLC	Any Parish in Louisiana
SHAW POWER TECHNOLOGIES, INC.	Any Parish in Louisiana
SHAW PROCESS FABRICATORS, INC.	Any Parish in Louisiana
SHAW SERVICES, L.L.C.	Any Parish in Louisiana
SHAW SSS FABRICATORS, INC.	Any Parish in Louisiana
SHAW TRANSMISSION & DISTRIBUTION SERVICES INTERNATIONAL, INC.	Delaware Secretary of State
SHAW TRANSMISSION & DISTRIBUTION SERVICES, INC.	Any Parish in Louisiana
TVL LENDER II, INC.	Delaware Secretary of State
WHESOE PIPING SYSTEMS LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT SERVIÇOS OFFSHORE DO BRASIL LTDA.	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT TECHNOLOGY, LLC	Delaware Secretary of State
CB&I (US) HOLDINGS, LIMITED	Texas Secretary of State Washington, D.C. Recorder of Deeds
MCDERMOTT EASTERN HEMISPHERE, LTD.	Texas Secretary of State Washington, D.C. Recorder of Deeds

To perfect the Lien in Commercial Tort Claims, a UCC1 Financing Statement listing the applicable Grantor, as debtor, and the Collateral Agent, as secured party, should be filed in the applicable governmental offices set forth above. Each such UCC1 Financing Statement will need to include a description of the Commercial Tort Claims that complies with Section 9-108 of the Uniform Commercial Code.

To perfect the Lien in As-Extracted Collateral, a UCC1 Financing Statement listing the applicable Grantor, as debtor, and the Collateral Agent, as secured party, should be filed, to the extent not already on file, in the real property records of the county in which such As-Extracted Collateral is located. Each such UCC1 Financing Statement will need to include a legal description of the real property upon (or under) which such As-Extracted Collateral is located.

Actions with respect to Pledged Securities

The original of all Pledged Securities evidenced by either a Certificated Security or Instrument should be delivered to the Collateral Agent, together with an undated stock or note power, as applicable, duly executed in blank by the applicable Grantor, in each case to the extent not already in the possession of the Collateral Agent.

Actions with respect to Patents and Trademarks

For Collateral consisting of Patents and Trademarks, the applicable Grantors should execute an Intellectual Property Security Agreement, and such agreement should be recorded with the United States Patent and Trademark Office, to the extent such Collateral is not already covered by an applicable Intellectual Property Security Agreement recorded with the United States Patent and Trademark Office.

Actions with respect to Copyrights

For Collateral consisting of Copyrights, the applicable Grantors should execute an Intellectual Property Security Agreement, and such agreement should be recorded with the United States Copyright Office, to the extent such Collateral is not already covered by an applicable Intellectual Property Security Agreement recorded with the United States Copyright Office.

Actions with respect to Deposit Accounts and Securities Accounts

For Collateral consisting of Deposit Accounts or Securities Accounts that constitute Material Accounts, the applicable Grantors should execute and deliver, together with the applicable Securities Intermediary or depository institution, and the Collateral Agent, an agreement granting control to the Collateral Agent over such Collateral.

SCHEDULE 4.4
TO PLEDGE AND SECURITY AGREEMENT

NAME; JURISDICTION OF ORGANIZATION, ETC.

<u>Exact Legal Name of Grantor</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization</u>	<u>Organizational Id. Number</u>	<u>Chief Executive Office</u>
MCDERMOTT INTERNATIONAL, LTD	Corporation	Bermuda	55624	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT HOLDINGS 1 LIMITED	Corporation	England	12572705	40 Eastbourne Terrace, London, W2 6LG, England
MCDERMOTT HOLDINGS 2 LIMITED	Corporation	England	12572920	40 Eastbourne Terrace, London, W2 6LG, England
EASTERN MARINE SERVICES, INC.	Corporation	Panama	10582-250-107880	Jebel Ali Free Trade Zone P. O. Box 16961 Dubai, U.A.E.
HYDRO MARINE SERVICES, INC.	Corporation	Panama	10584-168-107906	Jebel Ali Free Trade Zone P. O. Box 16961 Dubai, U.A.E.
J. RAY HOLDINGS, INC.	Corporation	Delaware	4794045	915 N. Eldridge Parkway Houston, TX 77079-2703
J. RAY MCDERMOTT (AUST.) HOLDING PTY. LIMITED	Corporation	Australia	ACN 002 797 668	Level 4, Australia Place 15-17 William Street Perth, WA, 6000
J. RAY MCDERMOTT DE MEXICO, S.A. DE C.V.	Corporation	Mexico	261797	915 N. Eldridge Parkway Houston, TX 77079-2703
J. RAY MCDERMOTT FAR EAST, INC.	Corporation	Panama	45085-0135-29859	Level 24 Menara Hap Seng 2, No. 1 Jalan P. Ramlee Kuala Lumpur 500250 Malaysia
J. RAY MCDERMOTT HOLDINGS, LLC	Limited Liability Company	Delaware	2405679	915 N. Eldridge Parkway Houston, TX 77079-2703
J. RAY MCDERMOTT INTERNATIONAL, INC.	Corporation	Panama	45008-104-29824	915 N. Eldridge Parkway Houston, TX 77079-2703
J. RAY MCDERMOTT INTERNATIONAL VESSELS, LTD.	Exempted Company	Cayman Islands	36846	915 N. Eldridge Parkway Houston, TX 77079-2703
J. RAY MCDERMOTT (NORWAY), AS	Limited Company	Norway	994685171	Global House 1 Ashley Avenue Epsom, Surrey KT17 1JG Great Britain

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J. RAY MCDERMOTT, S. A.	Corporation	Panama	41755-0048-285156	915 N. Eldridge Parkway Houston, TX 77079-2703
J. RAY MCDERMOTT SOLUTIONS, INC.	Corporation	Delaware	2608070	915 N. Eldridge Parkway Houston, TX 77079-2703
J. RAY MCDERMOTT TECHNOLOGY, INC.	Corporation	Delaware	2318840	915 N. Eldridge Parkway Houston, TX 77079-2703
J. RAY MCDERMOTT UNDERWATER SERVICES, INC.	Corporation	Panama	45466-0002-300146	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT (AMAZON CHARTERING), INC.	Corporation	Panama	155643161-2-2017	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT AUSTRALIA PTY. LTD.	Corporation	Australia	ACN 002 736 352	Level 4, Australia Place 15-17 William Street Perth, WA 6000
MCDERMOTT BLACKBIRD HOLDINGS, LLC	Limited Liability Company	Delaware	5666492	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT CASPIAN CONTRACTORS, INC.	Corporation	Panama	58699-24-342452	Jebel Ali Free Trade Zone P. O. Box 16961 Dubai, U.A.E.
MCDERMOTT CAYMAN LTD.	Exempted Company	Cayman Islands	142780	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT ENGINEERING, LLC	Limited Liability Company	Texas	0701741222	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT FINANCE L.L.C.	Limited Liability Company	Delaware	5506751	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT GULF OPERATING COMPANY, INC.	Corporation	Panama	18346-0146-170586	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT HOLDINGS (U.K.) LIMITED	Corporation	England	02576807	Global House 1 Ashley Avenue Epsom, Surrey KT17 1JG Great Britain
MCDERMOTT, INC.	Corporation	Delaware	2067443	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT INTERNATIONAL, INC.	Corporation	Panama	372-216-81615	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT INTERNATIONAL INVESTMENTS CO., INC.	Corporation	Panama	10192-234-104300	915 N. Eldridge Parkway Houston, TX 77079-2703
MC DERMOTT INTERNATIONAL MARINE INVESTMENTS N.V.	Corporation	Curacao	40455	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT INTERNATIONAL MANAGEMENT, S. DE RL.	Limited Liability Company	Panama	2388877-1-2244	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT INTERNATIONAL TRADING CO., INC.	Corporation	Panama	10199-53-104382	915 N. Eldridge Parkway Houston, TX 77079-2703

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MCDERMOTT INTERNATIONAL VESSELS, INC.	Corporation	Panama	1143442-1-570106	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT INVESTMENTS, LLC	Limited Liability Company	Delaware	040213	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT MARINE CONSTRUCTION LIMITED	Corporation	England	02869047	Global House 1 Ashley Avenue Epsom, Surrey KT17 1JG Great Britain
MCDERMOTT MARINE MEXICO, S.A. DE C.V.	Corporation	Mexico	384034	Ave Paseo De La Reforma No.505, Piso 17 Col. Cuauhtemoc C.P. 06500, Mexico, D.F.
MCDERMOTT MIDDLE EAST, INC.	Corporation	Panama	13523-45-133005	Jebel Ali Free Trade Zone P. O. Box 16961 Dubai, U.A.E.
MCDERMOTT OFFSHORE SERVICES COMPANY, INC.	Corporation	Panama	13523-23-133004	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT OLD JV OFFICE, INC.	Corporation	Panama	25986-0159-22173	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT OVERSEAS, INC.	Corporation	Panama	372-586-83594	915 N. Eldridge Parkway Houston, TX 77079-2703
MC DERMOTT OVERSEAS INVESTMENT CO. N.V.	Corporation	Curacao	39499	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT SUBSEA ENGINEERING, INC.	Corporation	Delaware	2412089	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT SUBSEA, INC.	Corporation	Panama	41749-0085-285119	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT TECHNOLOGY (AMERICAS), INC.	Corporation	Delaware	6662560	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT TECHNOLOGY (US), INC.	Corporation	Delaware	6662557	915 N. Eldridge Parkway Houston, TX 77079-2703
MCDERMOTT TECHNOLOGY, B.V.	Private Company with Limited Liability	Netherlands	70303770	915 N. Eldridge Parkway Houston, TX 77079-2703
NORTH ATLANTIC VESSEL, INC.	Corporation	Panama	29346-51-23486	Level 24 Menara Hap Seng 2, No. 1 Jalan P. Ramlee Kuala Lumpur 500250 Malaysia
OFFSHORE PIPELINES INTERNATIONAL, LTD.	Exempted Company	Cayman Islands	33268	915 N. Eldridge Parkway Houston, TX 77079-2703
OPI VESSELS, INC.	Corporation	Delaware	2295187	915 N. Eldridge Parkway Houston, TX 77079-2703
SERVICIOS DE FABRICACION DE ALTAMIRA, S.A. DE C.V.	Corporation	Mexico	376939	915 N. Eldridge Parkway Houston, TX 77079-2703

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SERVICIOS PROFESIONALES DE ALTAMIRA, S.A. DE C.V.	Corporation	Mexico	375962	915 N. Eldridge Parkway Houston, TX 77079-2703
SPARTEC, INC.	Corporation	Delaware	2534049	915 N. Eldridge Parkway Houston, TX 77079-2703
VARSY INTERNATIONAL N.V.	Corporation	Curacao	36722	915 N. Eldridge Parkway Houston, TX 77079-2703
850 PINE STREET LLC	Limited Liability Company	Delaware	4145318	915 N. Eldridge Parkway Houston, TX 77079-2703
A & B BUILDERS, LTD.	Corporation	Texas	12398410	5324 Gorman Rd, Beaumont, Texas 77705, United States
AITON & CO LIMITED	Private Limited Company	England	3573344	40 Eastbourne Terrace, London, W2 6LG, England
ASIA PACIFIC SUPPLY CO.	Corporation	Delaware	2056649	1501 N. Division Plainfield, IL 60544
ATLANTIC CONTINGENCY CONSTRUCTORS II, LLC	Limited Liability Company	Delaware	5192039	915 N. Eldridge Parkway Houston, TX 77079-2703
ATLANTIS CONTRACTORS INC.	Corporation	Delaware	787315	1501 North Division Street, Plainfield, Illinois 60544
CB&I BRAZIL HOLDINGS, INC.	Corporation	Louisiana	36743910D	2370 Towne Centre Baton Rouge, LA 70806
CB&I CANADA LTD.	Corporation	Canada (British Columbia)	BC0908595	2900-550 Burrard St. Vancouver V6C 0A3
CB&I COJAFEX B.V.	Private Company with Limited Liability	Netherlands	24098095	Prinses Beatrixlaan 35 2595 AK The Hague The Netherlands
CB&I CONNECTICUT, INC.	Corporation	Delaware	6385692	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I CONSTRUCTORS LIMITED	Private Limited Company	England	541526	40 Eastbourne Terrace London W2 6LG
CB&I ENERGY SERVICES, LLC	Limited Liability Company	Louisiana	34108159D	10404 Twin Port Rd. Delcambre, LA 70528
CB&I EUROPE B.V.	Private Company with Limited Liability	Netherlands	34104810	Prinses Beatrixlaan 35 2595 AK The Hague The Netherlands
CB&I FABRICATION, LLC	Limited Liability Company	Louisiana	30-065-2230	2370 Towne Centre Baton Rouge, LA 70806
CB&I FINANCIAL RESOURCES LLC	Limited Liability Company	Delaware	5365346	915 N. Eldridge Parkway Houston, TX 77079-2703

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CB&I GLOBAL, L.L.C.	Limited Liability Company	Delaware	3768472	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I GROUP UK HOLDINGS	Unlimited Liability Company	England	3465918	30 Eastbourne Terrace London W2 6LG
CB&I GROUP INC.	Corporation	Louisiana	34245099D	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I HOLDCO INTERNATIONAL, LLC	Limited Liability Company	Louisiana	42059155K	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I HOLDCO, LLC	Limited Liability Company	Louisiana	42059149K	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I HOLDINGS (UK) LIMITED	Private Limited Company	England	02613906	40 Eastbourne Terrace London W2 6LG
CB&I HOLDINGS B.V.	Private Company With Limited Liability	Netherlands	34270030	Prinses Beatrixlaan 35 2595 AK The Hague The Netherlands
CB&I HOUSTON 06 LLC	Limited Liability Company	Delaware	3994135	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I HOUSTON 07 LLC	Limited Liability Company	Delaware	3994139	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I HOUSTON 08 LLC	Limited Liability Company	Delaware	3994142	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I HOUSTON 09 LLC	Limited Liability Company	Delaware	3994148	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I HOUSTON 10 LLC	Limited Liability Company	Delaware	3994150	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I HOUSTON 11 LLC	Limited Liability Company	Delaware	3994153	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I HOUSTON 12 LLC	Limited Liability Company	Delaware	3994156	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I HOUSTON 13 LLC	Limited Liability Company	Delaware	3994159	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I HOUSTON LLC	Limited Liability Company	Delaware	3986105	915 N. Eldridge Parkway Houston, TX 77079-2703

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CB&I INTERNATIONAL ONE, LLC	Limited Liability Company	Louisiana	40858640K	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
CB&I INTERNATIONAL, INC.	Corporation	Louisiana	72-1237437	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
CB&I INTERNATIONAL, LLC	Limited Liability Company	Louisiana	42059158K	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
CB&I LAURENS, INC.	Corporation	South Carolina	163482	366 Old Airport Road, Laurens, South Carolina 29360-7636, United States
CB&I LLC	Limited Liability Company	Texas	802491380	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I LONDON	Private Limited Company	England	5064097	30 Eastbourne Terrace, London W2 6LG England
CB&I MATAMOROS, S. DE R.L. DE C.V.	Limited Liability Company	Mexico	462*3	Calle Guillermo Gonzalez Camarena 560, Parque Industrial La Ventana. Carr., Matamoros-Reynosa KM 9.6, Matamoros, Tamaulipas, 87360, Mexico
CB&I NEDERLAND B.V.	Private Company with Limited Liability	Netherlands	27049906	Prinses Beatrixlaan 35, The Hague, 2595 AK, Netherlands
CB&I NORTH CAROLINA, INC.	Corporation	North Carolina	BUS 0125808	500 East Morehead, Suite 400, Charlotte, North Carolina 28202, United States
CB&I OFFSHORE SERVICES, INC.	Corporation	Louisiana	36532778D	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
CB&I OIL & GAS EUROPE B.V.	Private Company with Limited Liability	Netherlands	27154588	Prinses Beatrixlaan 35 2595 AK The Hague The Netherlands
CB&I PADDINGTON LIMITED	Private Limited Company	England	5064134	30 Eastbourne Terrace London W2 6LG
CB&I POWER COMPANY B.V.	Private Company with Limited Liability	Netherlands	33165719	Prinses Beatrixlaan 35 2595 AK The Hague The Netherlands
CB&I POWER INTERNATIONAL, INC.	Corporation	Louisiana	36743885 D	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
CB&I POWER LIMITED	Private Limited Company	England	4232396	500 Elder Gate, Milton Keynes, Buckinghamshire, England MK9 1BA, England

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CB&I POWER, LLC	Limited Liability Company	Louisiana	36556230 D	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
CB&I PROJECT SERVICES GROUP, LLC	Limited Liability Company	Delaware	2375741	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I RIO GRANDE HOLDINGS, L.L.C.	Limited Liability Company	Louisiana	36462316 K	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
CB&I RIO GRANDE VALLEY FABRICATION & MANUFACTURING, L.L.C.	Limited Liability Company	Louisiana	36439842 K	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
CB&I RUSLAND B.V.	Private Company with Limited Liability	Netherlands	34196279	Prinses Beatrixlaan 35 2595 AK The Hague The Netherlands
CB&I STS DELAWARE LLC	Limited Liability Company	Delaware	7397128	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I STS HOLDINGS LLC	Limited Liability Company	Delaware	7397129	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I STORAGE TANK SOLUTIONS LLC	Limited Liability Company	Delaware	7273370	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I TYLER LLC	Corporation	Delaware	3243476	1501 North Division Street, Plainfield, Illinois 60544-8984, United States
CB&I UK LIMITED	Limited Company	England	04438080	20 Eastbourne Terrace, London Road, London, United Kingdom, United Kingdom
CBI AMERICAS LTD.	Corporation	Delaware	3877487	915 N. Eldridge Parkway Houston, TX 77079-2703
CBI COMPANY B.V.	Private Company with Limited Liability	Netherlands	66040019	Prinses Beatrixlaan 35 2595 AK The Hague The Netherlands
CBI COMPANY LTD.	Corporation	Delaware	0396427	915 N. Eldridge Parkway Houston, TX 77079-2703
CBI COMPANY TWO B.V.	Private Company with Limited Liability	Netherlands	67112102	Prinses Beatrixlaan 35 2595 AK The Hague The Netherlands
CBI CONSTRUCTORS PTY. LTD.	Company Limited by Shares	Australia	ACN 000 612 411	58 Thomas Road, Kwinana Beach WA, W. Australia 6167, Australia
CBI EASTERN ANSTALT	Independent Legal Entity	Liechtenstein	FL-0001.046.9364	Convention Tower Dubai World Trade Center Happiness Street Dubai, Dubai, United Arab Emirates, United Arab Emirates

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CBI HOLDCO TWO INC.	Corporation	Delaware	6041680	915 N. Eldridge Parkway Houston, TX 77079-2703
CBI OVERSEAS (FAR EAST) INC.	Corporation	Delaware	6236001	915 N. Eldridge Parkway Houston, TX 77079-2703
CBI OVERSEAS, LLC	Limited Liability Company	Delaware	2728268	915 N. Eldridge Parkway Houston, TX 77079-2703
CBI PANAMA, S.A.	Sociedad Anonima	Panama	2180688	Edificio Plaza 2000, Calle 50, Apt. 0816-01098, Panama City, Panama, Panama
CBI SERVICES, LLC	Limited Liability Company	Delaware	2064902	915 N. Eldridge Parkway Houston, TX 77079-2703
CBI UK CAYMAN ACQUISITION LIMITED	Private Limited Company	England	10347901	40 Eastbourne Terrace, London, London W2 6LG, United Kingdom
CBI US HOLDING COMPANY INC.	Corporation	Delaware	6041426	915 N. Eldridge Parkway Houston, TX 77079-2703
CENTRAL TRADING COMPANY LTD.	Corporation	Delaware	2180688	1501 North Division Street, Plainfield, Illinois 60544, United States
CHICAGO BRIDGE & IRON (ANTILLES) N.V.	Limited Liability Company	Curacao	73137	Schottegatweg Oost 44, P. O. Box 812, Curacao, Netherlands Antilles, Netherlands Antilles
CHICAGO BRIDGE & IRON COMPANY	Corporation	Delaware	2580634	915 N. Eldridge Parkway Houston, TX 77079-2703
CHICAGO BRIDGE & IRON COMPANY	Corporation	Illinois	4909771	14105 S. Rt. 59 Plainfield, Illinois 60544, United States
CHICAGO BRIDGE & IRON COMPANY (DELAWARE)	Corporation	Delaware	0872560	915 N. Eldridge Parkway Houston, TX 77079-2703
CHICAGO BRIDGE & IRON COMPANY B.V.	Private Company with Limited Liability	Netherlands	33290578	Prinses Beatrixlaan 35 2595 AK The Hague The Netherlands
CHICAGO BRIDGE DE MÉXICO, S.A. DE C.V.	Sociedad Anonima	Mexico	231174	San Uriel No. 685, Colonia Chapalita Oriente, Zapopan, Jalisco, Mexico 45040, Mexico
COMET II B.V.	Private Company with Limited Liability	Netherlands	70292019	Prinses Beatrixlaan 35 2595 AK The Hague The Netherlands
CONSTRUCTORS INTERNATIONAL, L.L.C.	Limited Liability Company	Delaware	804707	3102 East Fifth Street, P.O. Box 956, Tyler, Texas 75710, United States
CSA TRADING COMPANY LTD.	Corporation	Delaware	3877489	915 N. Eldridge Parkway Houston, TX 77079-2703
EDS EQUIPMENT COMPANY, LLC	Limited Liability Company	Delaware	3289956	500 East Morehead, Suite 400 Charlotte, North Carolina 28202, United States

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ENVIRONMENTAL SOLUTIONS (CAYMAN) LTD.	Exempted Company	Cayman Islands	199373	915 N. Eldridge Parkway Houston, TX 77079-2703
ENVIRONMENTAL SOLUTIONS HOLDING LTD.	Exempted Company	Cayman Islands	199740	915 N. Eldridge Parkway Houston, TX 77079-2703
ENVIRONMENTAL SOLUTIONS LTD.	Exempted Company	Cayman Islands	176814	915 N. Eldridge Parkway Houston, TX 77079-2703
HBI HOLDINGS, LLC	Limited Liability Company	Delaware	3073838	3102 East Fifth Street, Tyler, Texas 75710, United States
HIGHLAND TRADING COMPANY, LTD.	Exempted Company	Cayman Islands	33433	P.O. Box 3534, Fort Saskatchewan, Alberta T8L2T4, Canada
HORTON CBI, LIMITED	Corporation	Canada	455831	55116 Hwy 825, Sturgeon Industrial Park, Sturgeon County, Alberta T8L 5C1, Canada
HOWE-BAKER ENGINEERS, LTD.	Limited Partnership	Texas	036393	Highway 850 East, Tyler, Texas 75705, United States
HOWE-BAKER HOLDINGS, L.L.C.	Limited Liability Company	Delaware	803053	3102 East Fifth Street, Tyler, TX, Texas 75710, United States
HOWE-BAKER INTERNATIONAL MANAGEMENT, LLC	Limited Liability Company	Delaware	3073839	3102 East Fifth Street, Tyler, TX, Texas 75710, United States
HOWE-BAKER INTERNATIONAL, L.L.C.	Limited Liability Company	Delaware	0707962623	3102 East Fifth Street, Tyler, TX, Texas 75710, United States
HOWE-BAKER MANAGEMENT, L.L.C.	Limited Liability Company	Delaware	2947685	3102 East Fifth Street, Tyler, TX, Texas 75710, United States
INTERNATIONAL CONSULTANTS, L.L.C.	Limited Liability Company	Louisiana	34964254 K	3102 East Fifth Street, Tyler, TX, Texas 75710, United States
LEALAND FINANCE COMPANY B.V.	Private Company with Limited Liability	Netherlands	33287866	Prinses Beatrixlaan 35 2595 AK The Hague The Netherlands
LUTECH PROJECT SOLUTIONS B.V.	Private Company with Limited Liability	Netherlands	67250726	Prinses Beatrixlaan 35 2595 AK The Hague The Netherlands
LUTECH PROJECTS B.V.	Private Company with Limited Liability	Netherlands	67250750	Prinses Beatrixlaan 35 2595 AK The Hague The Netherlands
LUTECH RESOURCES B.V.	Private Company with Limited Liability	Netherlands	27339069	Prinses Beatrixlaan 35 2595 AK The Hague The Netherlands
LUTECH RESOURCES CANADA LTD.	Corporation	Canada (Alberta)	20154650461/803 3208859 RT 0001	261 Seneca Road, Sherwood Park, Alberta T8A 4G6, Canada

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LUTECH RESOURCES INC.	Corporation	Delaware	3301346	915 N. Eldridge Parkway Houston, TX 77079-2703
LUTECH RESOURCES LIMITED	Private Company Limited by Shares	England	2726614	50 Eastbourne Terrace, Paddington, London, United Kingdom W2 6LX, England
MATRIX ENGINEERING, LTD.	Corporation	Texas	12398310	5324 Gorman Rd, Beaumont, Texas 77705, United States
MATRIX MANAGEMENT SERVICES, LLC	Limited Liability Company	Delaware	3073842	5324 Gorman Rd., Beaumont, Texas 77705, United States
NETHERLANDS OPERATING COMPANY B.V.	Private Company with Limited Liability	Netherlands	27117132	Prinses Beatrixlaan 35, The Hague, The Hague 2595 AK, Netherlands
NUCLEAR ENERGY HOLDINGS, L.L.C.	Limited Liability Company	Delaware	4222063	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
OASIS SUPPLY COMPANY, LTD.	Exempted Company	Cayman Islands	39147	915 N. Eldridge Parkway Houston, TX 77079-2703
OCEANIC CONTRACTORS, INC.	Corporation	Delaware	615426	1501 North Division Street, Plainfield, Illinois 60544, United States
OXFORD METAL SUPPLY LIMITED	Company Limited by Shares	England	00658643	40 Eastbourne Terrace, London, United Kingdom
PIKE PROPERTIES II, INC.	Corporation	Louisiana	2207804	915 N. Eldridge Parkway Houston, TX 77079-2703
PIPEWORK ENGINEERING AND DEVELOPMENTS LIMITED	Private Company Limited by Shares	England	2207804	40 Eastbourne Terrace, London, England W2 6LG, England
PROSPECT INDUSTRIES (HOLDINGS) INC.	Corporation	Delaware	0822184	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
S C WOODS, L.L.C.	Limited Liability Company	Delaware	3375842	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
SHAW BENECO, INC.	Corporation	Louisiana	35262502 D	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
SHAW CONNEX, INC.	Corporation	Delaware	2268642	81 Connex Way, Troutville, Virginia 24175, United States
SHAW DUNN LIMITED	Private Company Limited by Shares	England	3465940	40 Eastbourne Terrace, London, England W2 6LG, England
SHAW E & I INTERNATIONAL LTD.	Exempted Company	Cayman Islands	122391	915 N. Eldridge Parkway Houston, TX 77079-2703

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SHAW ENERGY SERVICES, INC.	Corporation	Louisiana	36210195 D	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
SHAW FABRICATORS, INC.	Corporation	Louisiana	34577312 D	915 N. Eldridge Parkway Houston, TX 77079-2703
SHAW FAR EAST SERVICES, LLC	Limited Liability Company	Louisiana	40492207K	915 N. Eldridge Parkway Houston, TX 77079-2703
SHAW GROUP UK LIMITED	Limited Company	England	3465952	40 Eastbourne Terrace, London, England W2 6LG, England
SHAW HOME LOUISIANA, LLC	Limited Liability Company	Louisiana	36062448 D	2370 Towne Centre, Baton Rouge, Louisiana 70806, United States
SHAW INTERNATIONAL INC.	Corporation	Delaware	6235999	915 N. Eldridge Parkway Houston, TX 77079-2703
SHAW INTERNATIONAL MANAGEMENT SERVICES TWO, INC.	Corporation	Louisiana	35315071 D	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
SHAW JV HOLDINGS, L.L.C.	Limited Liability Company	Louisiana	34982355 K	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
SHAW MANAGED SERVICES, LLC	Limited Liability Company	Louisiana	34514062 D	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
SHAW MANAGEMENT SERVICES ONE, INC.	Corporation	Louisiana	35315066 D	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
SHAW NC COMPANY, INC.	Corporation	North Carolina	BUS 0051489	500 East Morehead, Suite 400 Charlotte, North Carolina 28202, United States
SHAW NUCLEAR ENERGY HOLDINGS (UK), INC.	Corporation	Louisiana	36225445 D	2370 Towne Centre Blvd., Baton Rouge, Louisiana 70806, United States
SHAW POWER DELIVERY SYSTEMS, INC.	Corporation	Louisiana	36210198 D	2370 Towne Centre Blvd, Baton Rouge, Louisiana 70806, United States
SHAW POWER SERVICES GROUP, L.L.C.	Limited Liability Company	Louisiana	35160959 K	2370 Towne Centre Blvd, Baton Rouge, Louisiana 70806, United States
SHAW POWER SERVICES, LLC	Limited Liability Company	Louisiana	34542562 D	2370 Towne Centre Blvd, Baton Rouge, Louisiana 70806, United States
SHAW POWER TECHNOLOGIES, INC.	Corporation	Louisiana	35042951 D	2370 Towne Centre Blvd, Baton Rouge, Louisiana 70806, United States
SHAW PROCESS FABRICATORS, INC.	Corporation	Louisiana	34219686 D	36445 Perkins Road, Prairieville, Louisiana 70769, United States
SHAW SERVICES, L.L.C.	Limited Liability Company	Louisiana	35160960 K	2370 Towne Centre Blvd, Baton Rouge, Louisiana 70806, United States

<u>Exact Legal Name of Grantor</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization</u>	<u>Organizational Id. Number</u>	<u>Chief Executive Office</u>
SHAW SSS FABRICATORS, INC.	Corporation	Louisiana	35040408 D	915 N. Eldridge Parkway Houston, TX 77079-2703
SHAW TRANSMISSION & DISTRIBUTION SERVICES INTERNATIONAL, INC.	Corporation	Delaware	3045510	500 East Morehead, Suite 400 Charlotte, North Carolina 28202, United States
SHAW TRANSMISSION & DISTRIBUTION SERVICES, INC.	Corporation	Louisiana	35315074 D	2370 Towne Centre Blvd, Baton Rouge, Louisiana 70806, United States
TVL LENDER II, INC.	Corporation	Delaware	4767193	2370 Towne Centre Blvd, Baton Rouge, Louisiana 70806, United States
WHESSOE PIPING SYSTEMS LIMITED	Private Company Limited by Shares	England	3573347	40 Eastbourne Terrace, London, England W2 6LG, England
MCDERMOTT SERVIÇOS OFFSHORE DO BRASIL LTDA.	Limited Liability Company	Brazil	33.2.0011432-5	Avenida República do Chile, No. 230, office 1301, Centro, ZIP Code 20.031-170, City and State of Rio de Janeiro
MCDERMOTT TECHNOLOGY, LLC	Limited Liability Company	Delaware	7704084	915 N. Eldridge Parkway Houston, TX 77079-2703
CB&I (US) HOLDINGS, LIMITED	Private Limited Company	England and Wales	12332536	40 Eastbourne Terrace, London W2 6LG, United Kingdom
MCDERMOTT EASTERN HEMISPHERE, LTD.	Category 1 Global Business Company	Mauritius	13470	IQ EQ Corporate Services (Mauritius) Ltd, 33 Edith Cavell Street, Port-Louis, Mauritius

Prior Names during last 5 years:

On June 12, 2015, Shaw Group Power Limited changed its name to CB&I Power Limited. On June 22, 2015, Shaw Global, L.L.C. changed its name to CB&I Global, L.L.C.

On August 12, 2015, Shaw Group UK Holdings changed its name to CB&I Group UK Holdings. On November 6, 2015, S&W International, LLC changed its name to CB&I International, LLC. On November 23, 2015, CB&I Power, Inc. changed its name to CB&I Power, LLC.

On February 1, 2016, Shaw Stone & Webster International, LLC changed its name to CB&I International One, LLC.

On June 30, 2016, CB&I Inc. changed its name to CB&I LLC.

On December 7, 2016, CBI Services, Inc. changed its name to CBI Services, LLC.

On May 9, 2017, Shaw Home Louisiana, Inc. changed its name to Shaw Home Louisiana, LLC. On December 1, 2017, CB&I Tyler Company changed its name to CB&I Tyler LLC.

On December 4, 2017, 850 PINE STREET INC. changed its name to 850 Pine Street LLC.

On February 2, 2018, The Shaw Group Inc. changed its name to CB&I Group Inc.

Prior Jurisdictions of Organization during last 5 years:

On December 1, 2016, Shaw International Ltd., a Cayman company, became Shaw International Inc., a Delaware corporation.

Prior Corporate Structures during last 5 years:

On December 4, 2017, 850 Pine Street Inc. converted to 850 Pine Street LLC.

On March 3, 2015, Stone & Webster Holding One, Inc. merged into CB&I Group Inc.

On March 3, 2015, Stone & Webster Holding Two, Inc. merged into CB&I Group Inc. On June 30, 2016, CB&I Inc. converted to CB&I LLC.

On December 1, 2017, CB&I Tyler Company converted to CB&I Tyler LLC.

On May 9, 2017, Shaw Home Louisiana, Inc. converted to Shaw Home Louisiana, LLC.

Prior Addresses of Chief Executive Office/Sole Place of Business during last 5 years:

The former chief executive office of J. Ray McDermott (Aust.) Pty. Limited was located at Level 9, 220 St. Georges Terrace, Perth, WA 6000.

The former chief executive office of J. Ray McDermott International, Inc. was located at Apton House, 5-6 Empire Way, Wembley, Middlesex HA9 OXA, United Kingdom.

The former chief executive office of McDermott Australia Pty. Ltd. was located at Level 9, 220 St. Georges Terrace, Perth, WA 6000

The former chief executive office of McDermott Holdings (U.K.) Limited was located at Apton House, 5-6 Empire Way, Wembley, Middlesex HA9 OXA, United Kingdom.

The former chief executive office of McDermott Marine Construction Limited was located at Apton House, 5-6 Empire Way, Wembley, Middlesex HA9 OXA, United Kingdom.

The former chief executive office of North Atlantic Vessel, Inc. was located at 8 Jurong Town Hall Rd, 24-01 The Summit, Singapore 609434.

The former chief executive office of CBI Services, LLC was located at 14107 S. Rt. 59, Plainfield, Illinois 0544-8984, United States.

The former chief executive office of Shaw Fabricators, Inc. was located at 4171 Essen Lane, Baton Rouge, Louisiana 70809, United States.

The former chief executive office of each of 850 Pine Street LLC, Atlantic Contingency Constructors II, LLC, CB&I Connecticut, Inc., CB&I Financial Resources LLC, CB&I Global, L.L.C., CB&I Group Inc., CB&I Holdco International, LLC, CB&I Holdco, LLC, CB&I Houston 06 LLC, CB&I Houston 07 LLC, CB&I Houston 08 LLC, CB&I Houston 09 LLC, CB&I Houston 10 LLC, CB&I Houston 11 LLC, CB&I Houston 12 LLC, CB&I Houston 13 LLC, CB&I Houston LLC, CB&I LLC, CB&I Project Services Group, LLC, CB&I Storage Tank Solutions LLC, CB&I STS Delaware LLC, CB&I STS Holdings LLC, CBI Company Ltd., CBI Americas Ltd., CBI Company Ltd., CBI Holdco Two Inc., CBI Overseas (Far East) Inc., CBI Overseas, LLC, CBI Services, LLC, CBI US Holding Company Inc., Chicago Bridge & Iron Company, Chicago Bridge & Iron Company (Delaware), CSA Trading Company Ltd., Lutech Resources Inc., Pike Properties II, Inc., Shaw Fabricators, Inc., Shaw Far East Services, LLC, Shaw International Inc. and Shaw SSS Fabricators, Inc. was located at 2103 Research Forest Drive, The Woodlands, Texas 77380, United States.

The former chief executive office of McDermott Serviços Offshore do Brasil Ltda. was located at: Avenida Rio Branco, nº 110, office 3101, Zip Code 20040-001, City and State of Rio de Janeiro.

The former chief executive office of each of J. Ray Holdings, Inc., J. Ray McDermott de Mexico, S.A. de C.V., J. Ray McDermott Holdings, LLC, J. Ray McDermott International, Inc., J. Ray McDermott International Vessels, LTD., J. Ray McDermott, S. A., J. Ray McDermott Solutions, Inc., J. Ray McDermott Technology, Inc., J. Ray McDermott Underwater Services, Inc., McDermott (Amazon Chartering), Inc., McDermott Blackbird Holdings, LLC, McDermott Cayman Ltd., McDermott Engineering, LLC, McDermott Finance L.L.C., McDermott Gulf Operating Company, Inc., McDermott, Inc., McDermott International, Inc.], McDermott International Investments Co., Inc., McDermott International Marine Investments N.V., McDermott International Management, S. De RL., McDermott International Trading Co., Inc., McDermott International Vessels, Inc., McDermott Investments, LLC, McDermott Offshore Services Company, Inc., McDermott Old JV Office, Inc., McDermott Overseas, Inc., McDermott Overseas Investment Co. N.V., McDermott Subsea Engineering, Inc., McDermott Subsea, Inc., McDermott Technology (Americas), Inc., McDermott Technology (US), Inc., McDermott Technology, B.V., Offshore Pipelines International, Ltd., OPI Vessels, Inc., Servicios de Fabricacion de Altamira, S.A. de C.V., Servicios Profesionales de Altamira, S.A. de C.V., Spartec, Inc., Varsity International N.V., 850 Pine Street LLC, Atlantic Contingency Constructors II, LLC, CB&I Connecticut, Inc., CB&I Financial Resources LLC, CB&I Global, L.L.C., CB&I Group Inc., CB&I Holdco International, LLC, CB&I Holdco, LLC, CB&I Houston 06 LLC, CB&I Houston 07 LLC, CB&I Houston 08 LLC, CB&I Houston 09 LLC, CB&I Houston 10 LLC, CB&I Houston 11 LLC, CB&I Houston 12 LLC, CB&I Houston 13 LLC, CB&I Houston LLC, CB&I LLC, CB&I Project Services Group, LLC, CB&I STS Delaware LLC, CB&I STS Holdings LLC, CB&I Storage Tank Solutions LLC, CBI Americas Ltd., CBI Company Ltd., CBI Holdco Two Inc., CBI Overseas (Far East) Inc., CBI Overseas, LLC, CBI Services, LLC, CBI US Holding Company Inc., Chicago Bridge & Iron Company, Chicago Bridge & Iron Company (Delaware), CSA Trading Company Ltd., Environmental Solutions (Cayman) Ltd., Environmental Solutions Holding Ltd., Environmental Solutions Ltd., Lutech Resources Inc., Oasis Supply Company, Ltd., Pike Properties II, Inc., Shaw E & I International Ltd., Shaw Fabricators, Inc., Shaw Far East Services, LLC, Shaw International Inc., Shaw SSS Fabricators, Inc., McDermott technology, LLC was located at 757 N. Eldridge Parkway Houston, TX 77079.

SCHEDULE 4.5
TO PLEDGE AND SECURITY AGREEMENT

INVENTORY LOCATIONS

1. 8904 Fairbanks North Houston Rd., Houston, Texas 77064
2. 9600 Hickman Rd., Clive, Iowa 50325
3. 5500 S 1st Ave., Everett, Washington 98203

SCHEDULE 4.7
TO PLEDGE AND SECURITY AGREEMENT

INVESTMENT PROPERTY

Legend:

- If the word “unknown” is listed in the “Certificate No.” column below, the stock certificate for this Pledged Equity is not in the possession of McDermott International, Ltd, and its whereabouts are unknown. It is uncertain whether these stock certificates exist, but assuming that stock certificates do exist, these stock certificates have been included on Schedule 4.12. These stock certificates (if any) will be delivered to the Collateral Agent promptly after they come into the possession of the applicable Grantors. Such Grantor will use commercially reasonable efforts to cause such stock certificates to be re-issued (if permitted by relevant law and such issuer’s Constituent Documents), issued (if permitted by relevant law and such issuer’s Constituent Documents) or to locate such stock certificates, as applicable.
- The Percentage of Interest Pledged represents the percentage interest of the Issuer being pledged by the specific Grantor.

Pledged Stock:

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Shares Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>
MCDERMOTT INTERNATIONAL, LTD	MCDERMOTT HOLDINGS 1 LIMITED	Corporation	1	1	100%	3	1 pound
MCDERMOTT INTERNATIONAL, LTD	MCDERMOTT HOLDINGS 2 LIMITED	Corporation	1	1	100%	3	1 pound
J. RAY MCDERMOTT, S. A.	BERLIAN MCDERMOTT SDN. BHD. (f/k/a BARMADA MCDERMOTT SDN. BHD.)	Corporation	36,540,100 (Ordinary) 100,000 (Preferred)	146,160,400 (Ordinary) 100,000 (Preferred)	25% 100%	11, 15, 20, 22 P001	RM 1.00

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Shares Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>
MCDERMOTT INTERNATIONAL TRADING CO., INC.	MCDERMOTT AZERBAIJAN MARINE CONSTRUCTION INC.	Corporation	100,000	125,000	80%	4	US \$1.00
J. RAY MCDERMOTT, S. A.	CHARTERING COMPANY (SINGAPORE) PTE. LTD.	Corporation	25,000	25,000	100%	4	SGD 1.00
MCDERMOTT INTERNATIONAL INVESTMENTS CO., INC.	DEESEA GROUP LIMITED	International Company	1758 (Class A) 242 (Class B)	1758 (Class A) 242 (Class B)	100% 100%	Uncertificated	AED 10 AED 10
MC DERMOTT OVERSEAS INVESTMENT CO. N.V.	DELTA CATALYTIC (HOLLAND) B.V.	Corporation	600,000	600,000	100%	Uncertificated	NLG 1.00
HYDRO MARINE SERVICES, INC.	EASTERN MARINE SERVICES, INC.	Corporation	100,000	100,000	100%	1	US\$ 1.00
MCDERMOTT OFFSHORE SERVICES COMPANY, INC.	FLOATEC DE MEXICO, S.A. DE C.V.	Corporation	25,000	50,000	50%	1	1.00 Mexican Peso
MCDERMOTT OFFSHORE SERVICES COMPANY, INC.	FLOATEC SINGAPORE PTE. LTD.	Corporation	50	100	50%	4	SGD 1.00
J. RAY MCDERMOTT, S. A.	HYDRO MARINE SERVICES, INC.	Corporation	100,000	100,000	100%	4	US\$1.00
J. RAY MCDERMOTT, S. A.	INTERNATIONAL VESSELS LTD	Corporation	2	2	100%	2	US\$1.00
NORTH ATLANTIC VESSEL, INC.	J. RAY MCDERMOTT (AUST.) HOLDING PTY. LIMITED	Corporation	1,000,000	1,000,000	100%	8 & 9	A\$1.00
J. RAY MCDERMOTT, S. A.	J. RAY MCDERMOTT CANADA HOLDING, LTD.	Corporation	3,868,301	3,868,301	100%	2, 3, 4	No Par
J. RAY MCDERMOTT UNDERWATER SERVICES, INC.	J. RAY MCDERMOTT DE MEXICO, S.A. DE C.V.	Corporation	1,115,999,999	1,116,000,000	>99%	6, 8, 9, 13-16	1.00 Mexican Peso
J. RAY MCDERMOTT INTERNATIONAL, INC.			1		<1%	7	
MCDERMOTT EASTERN HEMISPHERE, LTD.	J. RAY MCDERMOTT ENGINEERING SERVICES PRIVATE LIMITED	Corporation	100	10,000		1 & 2	10.00 Indian Rupees
					1%	3	
J. RAY MCDERMOTT INTERNATIONAL, INC.	J. RAY MCDERMOTT FAR EAST, INC.	Corporation	1,000	1,000	100%	4	US \$1.00
J. RAY MCDERMOTT, S. A.	J. RAY MCDERMOTT INTERNATIONAL, INC.	Corporation	1,000	1,000	100%	3	US \$1.00

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Shares Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>
MC DERMOTT INTERNATIONAL MARINE INVESTMENTS N.V.	J. RAY MCDERMOTT INVESTMENTS B.V.	Corporation	272,268	272,268	100%	Uncertificated	E 1.00
MCDERMOTT EASTERN HEMISPHERE, LTD	J RAY MCDERMOTT LOGISTIC SERVICES PRIVATE LIMITED	Corporation	100	10,000	1%	1 & 2 3	10.00 Indian Rupees
MCDERMOTT, INC. (f/k/a J. RAY MCDERMOTT, INC.)	J. RAY MCDERMOTT (NIGERIA) LIMITED	Corporation	4,999,999 1	5,000,000	>99% <1%	1 2	NGN 1.00
J. RAY MCDERMOTT HOLDINGS, LLC	J. RAY MCDERMOTT (NORWAY), AS	Limited Company	100,000	100,000	100%	Uncertificated	NOK 2.00
J. RAY MCDERMOTT INTERNATIONAL, INC.	J. RAY MCDERMOTT, S. A.	Corporation	500	500	100%	7	No Par
MCDERMOTT HOLDINGS 1 LIMITED	J. RAY MCDERMOTT, S. A.	Corporation	500	500	100%	7	No Par
MCDERMOTT, INC. (f/k/a J. RAY MCDERMOTT, INC.)	J. RAY MCDERMOTT SOLUTIONS, INC. (f/k/a J. RAY MCDERMOTT ENGINEERING HOLDINGS, INC.)	Corporation	1,000	1,000	100%	3	US \$1.00
J. RAY MCDERMOTT HOLDINGS, LLC	J. RAY MCDERMOTT TECHNOLOGY, INC.	Corporation	1,000	1,000	100%	5	US \$0.01
J. RAY MCDERMOTT INTERNATIONAL, INC.	J. RAY MCDERMOTT UNDERWATER SERVICES, INC.	Corporation	1,000	1,000	100%	1	US \$1.00
J. RAY MCDERMOTT, S. A.	MALMAC SDN. BHD.	Corporation	5,000,000	5,000,000	100%	014, 018	M\$1.00
J. RAY MCDERMOTT, S. A.	MCDERMOTT (AMAZON CHARTERING), INC.	Corporation	1,000	1,000	100%	1	US \$1.00
J. RAY MCDERMOTT, S. A.	MCDERMOTT ARABIA COMPANY LIMITED	Corporation	606	2,020	30%	Uncertificated	Saudi Riyals 5,000.00
J. RAY MCDERMOTT, S. A.	MCDERMOTT ARABIA HOLDINGS, INC.	Corporation	629 Class A 214 Class B 57 Class C	729 Class A 214 Class B 57 Class C	90%	1 Class A 2 Class B 1 Class C	No Par
J. RAY MCDERMOTT, S. A.	MCDERMOTT ASIA PACIFIC PTE. LTD. (f/k/a J. RAY MCDERMOTT ASIA PACIFIC PTE. LTD.)	Corporation	7,450,000	7,450,000	100%	7	\$1.00
J. RAY MCDERMOTT, S. A.	MCDERMOTT ASIA PACIFIC SDN. BHD.	Company Limited by Shares	2,500,100	2,500,100	100%	3, 4, 5	RM1.00
J. RAY MCDERMOTT (AUST.) HOLDING PTY. LIMITED	MCDERMOTT AUSTRALIA PTY. LTD.	Corporation	1,000,000	1,000,000	100%	8	A \$1.00

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Shares Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>
J. RAY MCDERMOTT, S. A.	MCDERMOTT CAPITAL MALAYSIA SDN. BHD.	Corporation	480	1,000	48%	5	RM1.00
J. RAY MCDERMOTT, S. A.	MCDERMOTT CASPIAN CONTRACTORS, INC.	Corporation	100,000	100,000	100%	2	US \$1.00
J. RAY MCDERMOTT, S. A.	MCDERMOTT (DLV 2000) CHARTERING, INC.	Corporation	1,000	1,000	100%	1	No Par
MCDERMOTT MIDDLE EAST, INC. (f/k/a J. RAY MCDERMOTT MIDDLE EAST, INC.)	MCDERMOTT EASTERN HEMISPHERE, LTD. (f/k/a J. RAY MCDERMOTT EASTERN HEMISPHERE LIMITED)	Corporation	6,502	6,502	100%	4 & 5	US \$100.00
J. RAY MCDERMOTT, S. A.	MCDERMOTT FAR EAST INC.	Corporation	50,000	50,000	100%	5	US \$1.00
J. RAY MCDERMOTT, S. A.	MCDERMOTT GULF OPERATING COMPANY, INC.	Corporation	100,000	100,000	100%	4	No Par
J. RAY MCDERMOTT, S. A.	MCDERMOTT HOLDINGS (U.K.) LIMITED	Corporation	29,005,333	29,005,333	100%	5	£1.00
J. RAY MCDERMOTT HOLDINGS, LLC	MCDERMOTT, INC. (f/k/a J. RAY MCDERMOTT, INC.)	Corporation	1,000	1,000	100%	6	US \$1.00
J. RAY MCDERMOTT HOLDINGS, LLC	MCDERMOTT INTERNATIONAL B.V.	Corporation	400,000	400,000	100%	Uncertificated	NLG1
MCDERMOTT HOLDINGS 1 LIMITED	MCDERMOTT INTERNATIONAL INVESTMENTS CO., INC.	Corporation	100,000	100,000	100%	3	US \$1.00
J. RAY MCDERMOTT INTERNATIONAL, INC.	MCDERMOTT INTERNATIONAL MARINE INVESTMENTS N.V.	Corporation	6,000 preferred 24,000 common	6,000 24,000	100%	3 4	US \$1.00 US \$1.00
MCDERMOTT INTERNATIONAL INVESTMENTS CO., INC.	MCDERMOTT INTERNATIONAL TRADING CO., INC.	Corporation	100,000	100,000	100%	1	US \$1.00
J. RAY MCDERMOTT, S.A.	MCDERMOTT INTERNATIONAL VESSELS, INC.	Corporation	1,000	1,000	100%	2	No Par
MCDERMOTT SUBSEA, INC.	MCDERMOTT MARINE CONSTRUCTION GHANA LIMITED	Corporation	814,000	814,000	100%	Uncertificated	No Par
MCDERMOTT INTERNATIONAL TRADING CO., INC.	MCDERMOTT MARINE CONSTRUCTION LIMITED	Corporation	10,000,000	10,000,000	100%	3	£1.00
MCDERMOTT OFFSHORE	MCDERMOTT MARINE MEXICO, S.A. DE C.V.	Corporation	49,999	50,000	100%	5	1.00 Mexican Peso

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Shares Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>
SERVICES COMPANY, INC. MCDERMOTT OLD JV OFFICE, INC.			1			4	1.00 Mexican Peso
J. RAY MCDERMOTT INTERNATIONAL, INC.	MCDERMOTT MIDDLE EAST, INC. (f/k/a J. RAY MCDERMOTT MIDDLE EAST, INC.)	Corporation	10,000	10,000	100%	7	US \$1.00
J. RAY MCDERMOTT, S.A.	MCDERMOTT OFFSHORE SERVICES COMPANY, INC.	Corporation	100,000	100,000	100%	3	US \$1.00
J. RAY MCDERMOTT INTERNATIONAL, INC.	MCDERMOTT OLD JV OFFICE, INC.	Corporation	1,000	1,000	100%	9	US \$1.00
J. RAY MCDERMOTT, S.A.	MCDERMOTT OVERSEAS, INC.	Corporation	10,000	10,000	100%	4	US \$1.00
MCDERMOTT INTERNATIONAL TRADING CO., INC.	MC DERMOTT OVERSEAS INVESTMENT CO. N.V.	Corporation	6,000 Series A Preferred 24,000 Series B Common	6,000 Series A Preferred 24,000 Series B Common	100%	3	US \$1.00
					100%	4	US \$1.00
J. RAY MCDERMOTT, S.A.	MCDERMOTT PROJECT SUPPORT FZE	Corporation	1	1	100%	1	AED 1,000,000
J. RAY MCDERMOTT HOLDINGS, LLC	MCDERMOTT SUBSEA ENGINEERING, INC. (f/k/a MENTOR SUBSEA TECHNOLOGY SERVICES, INC.)	Corporation	1,000	1,000	100%	6	US \$1.00
J. RAY MCDERMOTT INTERNATIONAL, INC.	MCDERMOTT SUBSEA, INC. (f/k/a J. RAY MCDERMOTT CONTRACTORS, INC.)	Corporation	100,000	100,000	100%	2	US \$1.00
MCDERMOTT INTERNATIONAL, INC.	MCDERMOTT TECHNOLOGY, B.V.	Corporation	1	1	100%	Uncertificated	US \$1.00
MCDERMOTT INTERNATIONAL, INC.	MCDERMOTT TECHNOLOGY (AMERICAS), INC.	Corporation	100	100	100%	1	US \$.01
MCDERMOTT INTERNATIONAL, INC.	MCDERMOTT TECHNOLOGY (US), INC.	Corporation	100	100	100%	1	US \$.01
J. RAY MCDERMOTT, S.A.	NORTH ATLANTIC VESSEL, INC.	Corporation	100,000	100,000	100%	3	US \$1.00
OFFSHORE PIPELINES INTERNATIONAL, LTD.	OFFSHORE PIPELINES NIGERIA LIMITED	Corporation	300,000	500,000	60%	Unknown	NGN 1.00
J. RAY MCDERMOTT HOLDINGS, LLC	OPI VESSELS, INC.	Corporation	20	20	100%	6	US \$0.10

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Shares Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>
MCDERMOTT ASIA PACIFIC PTE. LTD. MCDERMOTT FAR EAST, INC.	P. T. MCDERMOTT INDONESIA	Corporation	8497 A 4508 A	17,340 Class A 9201 Class B	75% Class A	1A 2A	Rp. 918,800.00
J. RAY MCDERMOTT UNDERWATER SERVICES, INC. J. RAY MCDERMOTT INTERNATIONAL, INC.	SERVICIOS DE FABRICACION DE ALTAMIRA, S.A. DE C.V.	Corporation	49,999 1	50,000	>99% <1%	1 2	1.00 Mexican Peso
J. RAY MCDERMOTT UNDERWATER SERVICES, INC. J. RAY MCDERMOTT INTERNATIONAL, INC.	SERVICIOS PROFESIONALES DE ALTAMIRA, S.A. DE C.V.	Corporation	49,999 1	50,000	≥ 99% ≤ 1%	1 2	1.00 Mexican Peso
SPARTEC, INC.	SPARS INTERNATIONAL, INC.	Corporation	0 (Class A) 5000 (Class B)	5000 (Class A) 5000 (Class B)	50%	2B	US \$0.01
MCDERMOTT, INC.	SPARTEC, INC.	Corporation	1,000	1,000	100%	4	US \$1.00
J. RAY MCDERMOTT INTERNATIONAL, INC.	VARSY INTERNATIONAL N.V.	Corporation	6,000 (Pref.) 1 (Common)	6,000 1	100%	4 5	US \$1.00
SHAW GROUP UK LIMITED	AITON & CO LIMITED	Corporation	1	1	100%	Uncertificated	£1/share
CHICAGO BRIDGE & IRON COMPANY B.V.	ARABIAN CBI CO. LTD.	Limited Liability Company	300	400	75%	UNKNOWN	SR 5,000 /share
CHICAGO BRIDGE & IRON COMPANY B.V.	ARABIAN CBI TANK MANUFACTURING CO. LTD.	Corporation	300	400	75%	UNKNOWN	SR 9,250 /share
CHICAGO BRIDGE & IRON COMPANY, AN ILLINOIS CORPORATION	ASIA PACIFIC SUPPLY CO.	Corporation	100	100	100%	2	USD \$10/share
CHICAGO BRIDGE & IRON COMPANY, AN ILLINOIS CORPORATION	ATLANTIS CONTRACTORS INC.	Corporation	100	100	100%	3	0
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	BLUE WATER TECHNOLOGIES, INC.	Corporation	12,000,000	12,000,000	100%	152	Unknown
CB&I INTERNATIONAL, INC.	CB&I BRAZIL HOLDINGS, INC.	Corporation	100	100	100%	2	UNKNOWN

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CB&I POWER COMPANY B.V.	CB&I CANADA LTD	Corporation	100	100	100%	Uncertificated	USD \$1/share
CB&I GROUP INC.	CB&I COJAFEX B.V.	Corporation	4	4	100%	Uncertificated	€226.89/s hare
CB&I GROUP INC.	CB&I CONNECTICUT, INC.	Corporation	200	200	100%	Uncertificated	No par
CB&I HOLDINGS (UK) LIMITED	CB&I CONSTRUCTORS LIMITED	Corporation	163,536	163,536	100%	Uncertificated	£1/share
CB&I POWER INTERNATIONAL, INC.	CB&I ENGINEERING (THAILAND) LTD.	Limited Company	73,497	150,000	48.998%	UNKNOWN	N/A
CB&I EUROPE B.V.	CB&I ENGINEERING AND CONSTRUCTION CONSULTANT (SHANGHAI) CO., LTD.	Limited Liability Company	140,000	140,000	100%	UNKNOWN	N/A
CB&I POWER COMPANY B.V.	CB&I EUROPE B.V.	Corporation	18,152	18,152	100%	Uncertificated	EUR 1.00
CHICAGO BRIDGE & IRON COMPANY	CB&I GLOBAL OPERATIONS US PTE. LTD.	Corporation	1	10	10%	1	N/A
CHICAGO BRIDGE & IRON COMPANY	CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	Corporation	84,961,999 – common 999,999 - preferred	84,961,999 – common 999,999 - preferred	100%	3	0
CB&I GLOBAL, L.L.C.	CB&I GROUP UK HOLDINGS	Corporation	27,426,306	27,426,306	100%	Uncertificated	£.3781/share
CHICAGO BRIDGE & IRON COMPANY B.V.	CB&I HOLDINGS (UK) LIMITED	Corporation	1,000,002	1,000,002	100%	Uncertificated	£1/share
COMET II B.V.	CB&I HOLDINGS B.V.	Corporation	1,800,000	1,800,000	100%	Uncertificated	€0.01/ share
CB&I OIL & GAS EUROPE B.V.	CB&I INDIA PRIVATE LIMITED	Private Limited Company	47,038,237	47,513,370	99.00001%	1-9	Rs.10
CHICAGO BRIDGE & IRON COMPANY B.V.			475,133		0.99999%		
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	CB&I INTERNATIONAL, INC.	Corporation	1,000	1,000	100%	2	No par
CB&I OIL & GAS EUROPE B.V.	CB&I KOREA LIMITED (YUHANHOESA)	Corporation	50,000	50,000	100%	UNKNOWN	1,000
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	CB&I LAURENS, INC.	Corporation	1,000	1,000	100%	2	USD \$100/share

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CB&I PADDINGTON LIMITED	CB&I LONDON	Corporation	1	1	100%	N/A	\$1/share
CB&I GROUP INC.	CB&I LUMMUS LTDA.	Limited Liability Company	68,988,518	68,988,520	99.000007%	NOT ISSUED	N/A
CB&I HOLDCO, LLC			2		.000003%		
CB&I RIO GRANDE HOLDINGS, L.L.C.	CB&I MATAMOROS, S. DE R.L. DE C.V.	Variable Capital Limited Liability Company	N/A	N/A	1%	Uncertificated	N/A
CB&I RIO GRANDE VALLEY FABRICATION & MANUFACTURING, L.L.C.			N/A		99%		
CB&I HOLDCO, LLC	CB&I MASSACHUSETTS, INC.	Corporation	1000	1000	100%	1	0
CB&I OIL & GAS EUROPE B.V.	CB&I MAURITIUS	Limited Liability Company	10	10	100%	UNKNOWN	1.00
CB&I HOLDCO, LLC	CB&I MICHIGAN, INC.	Corporation	1000	1000	100%	2	0
CB&I OIL & GAS EUROPE B.V.	CB&I NEDERLAND B.V.	Corporation	54,454	54,454	100%	Uncertificated	N/A
CHICAGO BRIDGE & IRON COMPANY B.V.	CB&I (NIGERIA) LIMITED	Private Limited Company	4,999,999	5,000,000	99.99998%	317009	N 1.00
CB&I EUROPE B.V.			1		.000002%		
CB&I HOLDCO, LLC	CB&I NORTH CAROLINA, INC.	Corporation	330	330	100%	2	USD \$100/share
CB&I ENERGY SERVICES, LLC	CB&I OFFSHORE SERVICES, INC.	Corporation	1500	1,000,000	100%	1	0
CHICAGO BRIDGE & IRON COMPANY B.V.	CB&I OIL & GAS EUROPE B.V.	Corporation	225	225	100%	Uncertificated	EUR100/share
CB&I TYLER LLC	CB&I PADDINGTON LIMITED	Corporation	1	1	100%	12	\$1/share
CHICAGO BRIDGE & IRON COMPANY B.V.	CB&I POWER COMPANY B.V.	Corporation	42,889,195	42,889,195	100%	Uncertificated	EUR0.23/share
CB&I INTERNATIONAL, INC.	CB&I POWER INTERNATIONAL, INC.	Corporation	1,000	1,000	100%	2	0
CB&I OIL & GAS EUROPE B.V.	CB&I POWER LIMITED	Corporation	172	172	100%	Uncertificated	£1/share
CB&I OIL & GAS EUROPE B.V.	CB&I RUSLAND B.V.	Corporation	18,000	18,000	100%	Uncertificated	€1/share

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CB&I OIL & GAS EUROPE B.V.	CB&I S.R.O.	Corporation	100,000	100,000	100%	UNKNOWN	UNKNOWN
CHICAGO BRIDGE & IRON COMPANY B.V.	CB&I FINANCE COMPANY LIMITED	Corporation	2	2	100%	UNKNOWN	€1/share
CB&I OIL & GAS EUROPE B.V.	CB&I SINGAPORE PTE. LTD.	Stock Corporation	527,802	527,802	100%	13	N/A
CBI COMPANY B.V.	CB&I UK LIMITED	Corporation	127,704,958	127,704,958	100%	Uncertificated	£1/share
CB&I NEDERLAND B.V.	CB&I-CTCI B.V.	Corporation	1	1	50%	Uncertificated	N/A
CHICAGO BRIDGE & IRON COMPANY, A DELAWARE CORPORATION	CBI AMERICAS LTD.	Corporation	10,000	10,000	100%	1	No par
CHICAGO BRIDGE & IRON COMPANY B.V.	CBI ARUBA N.V.	Limited Company	100	100	100%	1	AWG \$100/share
CHICAGO BRIDGE & IRON (ANTILLES) N.V.	CBI BAHAMAS LIMITED	Limited Liability Company	5000	5000	100%	3	\$1.00
CHICAGO BRIDGE & IRON COMPANY, AN ILLINOIS CORPORATION	CBI CARIBE, LIMITED	Corporation	10 – Certificate 1 2118 – Certificate 2	2,128	100%	1, 2	USD \$100/share
CB&I OIL & GAS EUROPE B.V.	CBI CLOUGH JV PTE. LTD.	Corporation	N/A	N/A	65%	Uncertificated	N/A
CHICAGO BRIDGE & IRON COMPANY B.V.	CBI COLOMBIANA S.A.	Corporation	218,428,651	229,927,001	95%	1, 2, 3, 4, 5, 6, 7, 8, 9, 10	1 peso/share
CBI BAHAMAS LIMITED			11,496,350		5%		
CBI COMPANY TWO B.V.	CBI COMPANY B.V.	Corporation	100	100	100%	Uncertificated	EUR 0.01
CHICAGO BRIDGE & IRON COMPANY, AN ILLINOIS CORPORATION	CBI COMPANY LTD.	Corporation	5,310	5,310	100%	4	No par
CB&I OIL & GAS EUROPE B.V.	CBI COMPANY TWO B.V.	Corporation	100	100	100%	Uncertificated	EUR 0.01
CHICAGO BRIDGE & IRON (ANTILLES) N.V.	CBI CONSTRUCTORS (JEBEL ALI) FZE (UAE)	Free Zone Establishment with Limited Liability	1	1	100%	1	DHS 1,000,000 Dirhams
CHICAGO BRIDGE & IRON COMPANY B.V.	CBI CONSTRUCTORS PTY. LTD.	Corporation	302,623	302,623	100%	13	USD \$1/share

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CHICAGO BRIDGE & IRON COMPANY B. V.	CBI CONSTRUCTORS S.A. (PROPRIETARY) LTD.	Proprietary Limited Company	263,000	263,000	100%	20	R2/each
CHICAGO BRIDGE & IRON COMPANY B. V.	CBI COSTA RICA, S.A.	Corporation	1980	2000	99%	1	CRC 2,000
CB&I POWER COMPANY B. V.	CBI COSTA RICA, S.A.	Corporation	20	2000	1%	3	CRC 2,000
CHICAGO BRIDGE & IRON COMPANY, AN ILLINOIS CORPORATION	CBI DE VENEZUELA C.A.	Limited Company Corporation	25,050	25,050	100%	3, 4	0.1 Bolivar Fuerte
CHICAGO BRIDGE & IRON COMPANY B. V.	CBI DOMINICANA SRL	Corporation	6899	6900	99.985%	UNKNOWN	UNKNOWN
CB&I EUROPE B. V.			1		.00014493 %		
CHICAGO BRIDGE & IRON (ANTILLES) N.V.	CBI EASTERN ANSTALT	Corporation	1	1	100%	Uncertificated	20,000 Swiss Francs/share
CBI US HOLDING COMPANY INC.	CBI HOLDCO TWO INC.	Corporation	60 – Common 580 – Series A 900 – Series B 520 – Series C 550 – Series D	60 – Common 580 – Series A 900 – Series B 520 – Series C 550 – Series D	100% 100%	1 – Common UNKNOWN Preferred	No par
CHICAGO BRIDGE & IRON COMPANY B. V.	CBI JAMAICA LIMITED	Limited Company	5000	5000	100%	2	1.00
CHICAGO BRIDGE & IRON COMPANY B. V.	CBI (MALAYSIA) SDN. BHD.	Corporation	1,121,000	1,121,000	100%	15, 16 and 30	UNKNOWN
CHICAGO BRIDGE & IRON (ANTILLES) N.V.	CBI MONTAJES DE CHILE LIMITADA (2)	Limited Liability Company	1% of capital (CH 10) 99% of capital (CH 990)	1000	1% 99%	Uncertificated	N/A
CHICAGO BRIDGE & IRON COMPANY B. V.							
CBI COMPANY LTD.	CBI DE NICARAGUA, S.A.	Corporation	998	1,000	99.8%	UNKNOWN	UNKNOWN
CBI CARIBE, LIMITED			1		.1%		
CHICAGO BRIDGE & IRON COMPANY (IL)			1		.1%		
CB&I INTERNATIONAL, INC.	CBI OVERSEAS (FAR EAST) INC.	Corporation	100	218	45.81%	1, 2 ,3 and 4	UNKNOWN
			118		54.19%		
CBI UK CAYMAN ACQUISITION LIMITED							

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CHICAGO BRIDGE & IRON COMPANY B. V.	CBI PERUANA SAC	Closely held corporation	4999	5000	99%	UNKNOWN	S/1.00
CHICAGO BRIDGE & IRON (ANTILLES) N.V.			1		<1%		
CHICAGO BRIDGE & IRON COMPANY B. V.	CBI PANAMA, S.A.	Corporation	1,000	1,000	100%	1	USD \$1/share
CHICAGO BRIDGE & IRON COMPANY B. V.	CBI (PHILIPPINES) INC	Corporation	1,199,994	2,000,000	60%	45, 48, 62, 63, 65, 71, 73, 74, 75, 76 and 78	UNKNOWN
CHICAGO BRIDGE & IRON COMPANY B. V.	CBI (THAILAND) LIMITED	Limited Company	499,999	1,000,000	49.99%	4-6260, 12501,506,250,1,2	100 BAHT
CB&I INTERNATIONAL, INC.	CBI UK CAYMAN ACQUISITION LTD.	Corporation	299,488,000	299,488,000	100%	6	USD \$1/share
CB&I (US) HOLDINGS, LIMITED	CBI US HOLDING COMPANY INC.	Corporation	200 - Common 865 - Series A Preferred	200 - Common 865 - Series A Preferred	100% - Common 100% - Series A Preferred	N/A	No par
CHICAGO BRIDGE & IRON COMPANY B. V.	CBI VENEZOLANA S.A.	Public Limited Company	25,524,836	25,524,836	100%	Uncertificated	1 Bolivar Fuerte each
CB&I OIL & GAS EUROPE B. V.	CCS NETHERLANDS B. V.	Incorporated JV	Class B 100	Class B 100	33.33%	N/A	EUR 1.00
CHICAGO BRIDGE & IRON COMPANY, AN ILLINOIS CORPORATION	CENTRAL TRADING COMPANY LTD.	Corporation	1,000	1,000	100%	2	USD \$1/share
CHICAGO BRIDGE & IRON COMPANY B. V.	CHICAGO BRIDGE & IRON (ANTILLES) N.V.	Corporation	6,000	6,000	100%	Uncertificated	USD \$1/share
CHICAGO BRIDGE & IRON COMPANY, A DELAWARE CORPORATION	CHICAGO BRIDGE & IRON COMPANY (DELAWARE)	Corporation	1,000	1,000	100%	5	USD \$1/share
CBI HOLDCO TWO INC.	CHICAGO BRIDGE & IRON COMPANY, A DELAWARE CORPORATION	Corporation	100	100	100%	1	No par
CHICAGO BRIDGE & IRON COMPANY, A DELAWARE CORPORATION	CHICAGO BRIDGE & IRON COMPANY, AN ILLINOIS CORPORATION	Corporation	1,000	1,000	100%	5	USD \$1/share
LEALAND FINANCE COMPANY B. V.	CHICAGO BRIDGE & IRON COMPANY B. V.	Corporation	50	50	100%	Uncertificated	EUR 455
CHICAGO BRIDGE & IRON COMPANY B. V.	CHICAGO BRIDGE & IRON URUGUAY S.A.	Corporation	262,500	262,500	100%	UNKNOWN	1 – Uruguayan Pesos
CHICAGO BRIDGE & IRON (ANTILLES) N.V.	CHICAGO BRIDGE DE MEXICO, S.A. DE C.V.	Corporation	1	1,000	0.1%	3B	M.N. 50/share

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CHICAGO BRIDGE & IRON COMPANY B. V.			999		99.9%	5B	
CB&I EUROPE B. V.	CHICAGO BRIDGE SERVICIOS PETROLEROS S.A. (BOLIVIA)	Corporation	1	35	2.857%	1, 2 and 4	BS100
CB&I POWER COMPANY B. V.			1		2.857%		
CHICAGO BRIDGE & IRON COMPANY B. V.			33		94.286%		
MCDERMOTT HOLDINGS 2 LIMITED	COMET II B. V.	Corporation	1	1	100%	Uncertificated	EUR 0.01
CBI COMPANY LTD.	CONSTRUCTORA C.B.I. LIMITADA	Limited Company	202,950	205,000	99%	UNKNOWN	UNKNOWN
CHICAGO BRIDGE & IRON COMPANY	CONSTRUCTORA C.B.I. LIMITADA	Limited Company	2,050	205,000	1%	UNKNOWN	1 Chilean pesos
CHICAGO BRIDGE & IRON COMPANY, A DELAWARE CORPORATION	CSA TRADING COMPANY LTD.	Corporation	10,000	10,000	100%	1	No par
ENVIRONMENTAL SOLUTIONS HOLDING LTD.	ENVIRONMENTAL SOLUTIONS (CAYMAN) LTD.	Corporation	100	100	100%	UNKNOWN	USD \$1/share
SHAW HOME LOUISIANA, LLC	ENVIRONMENTAL SOLUTIONS HOLDING LTD.	Corporation	100	100	100%	1	USD \$1/share
ENVIRONMENTAL SOLUTIONS (CAYMAN) LTD.	ENVIRONMENTAL SOLUTIONS LTD.	Corporation	100	100	100%	1	USD \$1/share
ENVIRONMENTAL SOLUTIONS LTD.	ENVIRONMENTAL SOLUTIONS OF EQUADOR S.A.	Private Limited Company	N/A	N/A	99.875%	UNKNOWN	USD \$1.00
CHICAGO BRIDGE & IRON COMPANY, A DELAWARE CORPORATION	FIBRE MAKING PROCESSES, INC.	Corporation	750	750	100%	82	USD \$100/share
CHICAGO BRIDGE & IRON COMPANY, AN ILLINOIS CORPORATION	HIGHLAND TRADING COMPANY, LTD.	Corporation	2	2	100%	2	USD \$1/share
CB&I INTERNATIONAL, INC.	HOLDING MANUFACTURAS SHAW SOUTH AMERICA, C.A.	Corporation	50	50	100%	1	N/A
CHICAGO BRIDGE & IRON COMPANY	HORTON CBI, LIMITED	Corporation	14	64,981	0.0215%	8	USD \$10/share
CHICAGO BRIDGE & IRON COMPANY B. V.			64,967		99.978%		

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HOWE-BAKER HOLDINGS, LLC	HOWE-BAKER ENGINEERS, LTD.	Texas Limited Partnership	N/A	N/A	99%	Uncertificated	N/A
HOWE-BAKER MANAGEMENT, L.L.C.					1%		
COMET II B.V.	LEALAND FINANCE COMPANY B.V.	Corporation	18,152	18,152	100%	Uncertificated	EUR 1.00
CB&I NEDERLAND B.V.	LUMMUS ARABIA LTD. CO.	Corporation	33,250	35,000	95%	UNKNOWN	SR 100/share
CB&I OIL & GAS EUROPE B.V.	LUTECH PROJECT SOLUTIONS B.V.	Corporation	1	1	100%	Uncertificated	EUR 1.00
CB&I OIL & GAS EUROPE B.V.	LUTECH PROJECTS B.V.	Corporation	1	1	100%	Uncertificated	EUR 1.00
CB&I OIL & GAS EUROPE B.V.	LUTECH RESOURCES B.V.	Corporation	180	180	100%	Uncertificated	€100/share
CHICAGO BRIDGE & IRON COMPANY B.V.	LUTECH RESOURCES CANADA LTD.	Corporation	100	100	100%	C-1	No par
CHICAGO BRIDGE & IRON COMPANY, A DELAWARE CORPORATION	LUTECH RESOURCES INC.	Corporation	1,000	1,000	100%	2	UNKNOWN
CHICAGO BRIDGE & IRON COMPANY B.V.	LUTECH RESOURCES INDIA PRIVATE LIMITED	Limited Liability Company	28,951	2,897,385	0.999211%	Unknown	RS 10/each
CB&I OIL & GAS EUROPE B.V.			2,868,434		99.0007898%	Unknown	
CB&I OIL & GAS EUROPE B.V.	LUTECH RESOURCES LIMITED	Corporation	2,501,000	2,501,000	100%	Uncertificated	GBP1/each
CB&I OIL & GAS EUROPE B.V.	LUTECH RESOURCES CZECH REPUBLIC S.R.O.	Limited Liability Company	90% ownership interest	N/A	90%	Uncertificated	CZK 180,000
CB&I NEDERLAND B.V.			10% ownership interest		10%		CZK 20,000
CB&I INTERNATIONAL, INC.	MANUFACTURAS SHAW SOUTH AMERICA, C.A. (VENEZUELA)	Corporation	66 1576	1,642	100%	1 Unknown	224.6037 Bolivar Fuerte
HOWE-BAKER INTERNATIONAL MANAGEMENT, LLC	MATRIX ENGINEERING, LTD.	Limited Partnership	N/A	N/A	0.10% 99.90%	Uncertificated	N/A
HOWE-BAKER HOLDINGS, L.L.C.							

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CB&I OIL & GAS EUROPE B.V.	NETHERLANDS OPERATING COMPANY B.V.	Corporation	182	182	100%	Uncertificated	£100/share
CHICAGO BRIDGE & IRON COMPANY, AN ILLINOIS CORPORATION	OASIS SUPPLY COMPANY, LTD	Corporation	2	2	100%	2	USD \$1/share
CHICAGO BRIDGE & IRON COMPANY, AN ILLINOIS CORPORATION	OCEANIC CONTRACTORS, INC.	Corporation	45,720	45,720	100%	15	USD \$10/share
CB&I CONSTRUCTORS LIMITED	OXFORD METAL SUPPLY LIMITED	Corporation	100	100	100%	5	£1/share
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	PIKE PROPERTIES II, INC.	Corporation	1,000	1,000	100%	3	No par
CB&I GROUP UK HOLDINGS	PIPEWORK ENGINEERING AND DEVELOPMENTS LIMITED	Corporation	10,000	10,000	100%	Unknown	£1/share
SHAW POWER SERVICES, LLC	PROSPECT INDUSTRIES (HOLDINGS) INC.	Corporation	341	341	100%	7	USD \$1/share
CHICAGO BRIDGE & IRON COMPANY B.V.	P.T. CHICAGO BRIDGE AND IRON	Limited Liability Company	1573	1656	100%	Unknown	N/A
CB&I HOLDCO INTERNATIONAL, LLC	PT STONE & WEBSTER INDONESIA	Limited Liability Company	30	40	100%	Unknown	N/A
CB&I INTERNATIONAL, INC.	SHAW ASIA COMPANY, LIMITED (THAILAND)	Joint Venture	50%	n/a	50%	Unknown	N/A
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	SHAW BENECO, INC.	Corporation	1,000	100,000	100%	2	N/A
PROSPECT INDUSTRIES (HOLDINGS) INC.	SHAW CONNEX, INC.	Corporation	1,000	1,000	100%	4	N/A
CB&I GROUP UK HOLDINGS	SHAW DUNN LIMITED	Corporation	2	2	100%	Unknown	£1/share
CB&I INTERNATIONAL, INC.	SHAW E&I INTERNATIONAL LTD.	Corporation	17,000 – Certificate 3 Unsure of other 33,000	50,000	100%	3	USD \$1/share
SHAW TRANSMISSION & DISTRIBUTION SERVICES, INC.	SHAW ENERGY SERVICES, INC.	Corporation	1,000	1,000	100%	1	UNKNOWN
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	SHAW FABRICATORS, INC.	Corporation	1,000	1,000	100%	1	No par
CB&I GROUP UK HOLDINGS	SHAW GROUP UK LIMITED	Corporation	18,850,002	18,850,002	100%	Unknown	GBP1/each

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CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	SHAW GRP OF CALIFORNIA	Corporation	1,000	1,000	100%	1	No par
CB&I INTERNATIONAL, INC.	SHAW INTERNATIONAL, INC.	Corporation	1,000	2,150	100%	1	No par
CBI UK CAYMAN ACQUISITION LIMITED			1150			2	
CB&I INTERNATIONAL, INC.	SHAW INTERNATIONAL MANAGEMENT SERVICES TWO, INC.	Corporation	1,000	1,000	100%	3, 4	No par
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	SHAW MANAGEMENT SERVICES ONE, INC.	Corporation	1,000	1,000	100%	1	No par
SHAW TRANSMISSION & DISTRIBUTION SERVICES, INC.	SHAW NC COMPANY, INC.	Corporation	100	100	100%	3	USD \$1/share
SHAW TRANSMISSION & DISTRIBUTION SERVICES, INC.	SHAW NUCLEAR ENERGY HOLDINGS (UK), INC.	Corporation	1,000	1,000	100%	1	N/A
CB&I INTERNATIONAL, INC.	SHAW PACIFIC PTE. LTD. (SINGAPORE)	Corporation	1	1	100%	2	UNKNOWN
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	SHAW POWER DELIVERY SYSTEMS, INC.	Corporation	1,000	1,000	100%	1	No par
CB&I HOLDCO, LLC	SHAW POWER TECHNOLOGIES, INC.	Corporation	1,000	1,000	100%	UNKNOWN	N/A
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	SHAW PROCESS FABRICATORS, INC.	Corporation	1,000	1,000	100%	7	No par
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	SHAW SSS FABRICATORS, INC.	Corporation	1,000	1,000	100%	1	No par
CB&I INTERNATIONAL, INC.	SHAW STONE & WEBSTER ARABIA CO., LTD. (SAUDI ARABIA)	Corporation	1600	2000	100%	UNKNOWN	1,000 Saudi Riyal
SHAW TRANSMISSION & DISTRIBUTION SERVICES, INC.	SHAW TRANSMISSION & DISTRIBUTION SERVICES INTERNATIONAL, INC.	Corporation	1	1	100%	1	N/A
SHAW POWER DELIVERY SYSTEMS, INC.	SHAW TRANSMISSION & DISTRIBUTION SERVICES, INC.	Corporation	1,000	1,000	100%	UNKNOWN	N/A
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	SHAW TULSA FABRICATORS, INC.	Corporation	1,000	1000	100%	3	USD \$1/share

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Shares Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>
SHAW GROUP UK LIMITED	THE SHAW GROUP UK 1997 PENSION SCHEME LIMITED	Corporation	2	2	100%	Uncertificated	£1/share
SHAW GROUP UK LIMITED	THE SHAW GROUP UK 2001 PENSION PLAN LIMITED	Corporation	2	2	100%	Uncertificated	£1/share
SHAW GROUP UK LIMITED	THE SHAW GROUP UK PENSION PLAN LIMITED	Corporation	1	1	100%	UNKNOWN	£1/share
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	TVL LENDER II, INC.	Corporation	99	99	100%	1	USD \$1/share
SHAW GROUP UK LIMITED	WHESOE PIPING SYSTEMS LIMITED	Corporation	1	1	100%	Uncertificated	£1/share
CB&I OIL & GAS EUROPE B.V.	CB&I LUMMUS DEUTSCHLAND GMBH	Corporation	1	1	100%	Uncertificated	N/A
COMET II B.V.	CB&I (US) HOLDINGS, LIMITED	Limited Company	1	1	100%	1	£1/share
CBI (US) HOLDING COMPANY, INC.	J. RAY HOLDINGS, INC.	Corporation	1000	1000	100%	4	No par

Pledged LLC Interests:

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Interest Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>
J. RAY MCDERMOTT HOLDINGS, LLC	DEEPSEA (AMERICAS) LLC	LLC	100%	N/A	100%	Uncertificated	N/A
J. RAY MCDERMOTT, S. A.	DEEPWATER MARINE TECHNOLOGY, L.L.C.	LLC	100%	200	50%	Uncertificated	US \$1.00
J. RAY MCDERMOTT SOLUTIONS, INC.	FLOATEC, LLC	LLC	50%	N/A	50%	Uncertificated	N/A
MCDERMOTT OFFSHORE SERVICES COMPANY, INC.	FLOATEC OFFSHORE SERVICOS DE PETROLEO DO BRASIL LTDA	LLC	250,000	500,000	50%	Uncertificated	\$1,00 Brazilian Real
MCDERMOTT MARINE CONSTRUCTION LIMITED	IO OIL & GAS MANAGEMENT LLC	LLC	50%	N/A	50%	Uncertificated	N/A
MCDERMOTT BLACKBIRD HOLDINGS, LLC	IO OIL & GAS US LLC	LLC	50%	N/A	50%	Uncertificated	N/A
J. RAY HOLDINGS, INC.	J. RAY MCDERMOTT HOLDINGS, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
OPI VESSELS, INC.	J. RAY MCDERMOTT INTERNATIONAL VESSELS, LTD.	LLC	100	100	100%	7	US \$0.01

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Interest Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>
MCDERMOTT, INC.	MCDERMOTT BLACKBIRD HOLDINGS, LLC	LLC	100% Ownership Interest	N/A	100%	Uncertificated	N/A
MCDERMOTT HOLDINGS 1 LIMITED	MCDERMOTT CAYMAN LTD.	LLC	1,000	1,000	100%	Uncertificated	US \$0.01
J. RAY MCDERMOTT SOLUTIONS, INC.	MCDERMOTT ENGINEERING, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
MCDERMOTT INTERNATIONAL, INC.	MCDERMOTT FINANCE L.L.C.	LLC	100%	N/A	100%	Uncertificated	N/A
MCDERMOTT INTERNATIONAL, INC.	MCDERMOTT INTERNATIONAL MANAGEMENT, S. DE RL.	LLC	999 Units	10,000 Units	99.9%	1	US\$1.00
MCDERMOTT FINANCE L.L.C.			1 Unit		0.1%	2	
J. RAY HOLDINGS, INC.	MCDERMOTT INVESTMENTS, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
MCDERMOTT, INC.	MCDERMOTT SERVIÇOS OFFSHORE DO BRASIL LTDA.	LLC	6,999,888,871 quotas	7,000,000,000 quotas	>99%	Uncertificated	R\$0.01
MCDERMOTT OVERSEAS, INC.			111,129 quotas		<1%	Uncertificated	R\$0.01
J. RAY MCDERMOTT (NORWAY), AS	NORTH OCEAN 105 AS	LLC	100,000 Series A 19,000 Series B	100,000 Series A 19,000 Series B	100%	uncertificated	
MCDERMOTT MIDDLE EAST, INC.	QATAR FABRICATION COMPANY LLC	LLC	40%	N/A	40%	Uncertificated	N/A
MCDERMOTT, INC.	WD 140 PLATFORM LLC	LLC	45.00% Ownership	N/A	45%	Uncertificated	N/A
MCDERMOTT, INC.	OFFSHORE PIPELINES INTERNATIONAL, LTD.	LLC	1,100	1,100	100%	8	US \$0.01
CB&I GROUP INC.	850 PINE STREET LLC	LLC	100%	1,000	100%	Uncertificated	N/A
SHAW HOME LOUISIANA, LLC	ATLANTIC CONTINGENCY CONSTRUCTORS II, LLC	LLC	60%	N/A	100%	Uncertificated	N/A
CB&I PROJECT SERVICES GROUP, LLC	MOX SERVICES, LLC	LLC	70%	N/A	100%	Uncertificated	N/A
CB&I NEDERLAND B.V.	CB&I CAIRO LLC	LLC	10%	144,050	10%	Uncertificated	N/A
CB&I OIL & GAS EUROPE B.V.			90%		90%		
CB&I GROUP INC.	CB&I ENERGY SERVICES LLC	LLC	N/A	N/A	100%	Uncertificated	N/A

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Interest Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	CB&I FABRICATION, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CHICAGO BRIDGE & IRON COMPANY, A DELAWARE CORPORATION	CB&I FINANCIAL RESOURCES, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I UK LIMITED	CB&I GLOBAL, LLC	LLC	100%	100	100%	3	N/A
CB&I HOLDCO, LLC	CB&I HOLDCO INTERNATIONAL, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	CB&I HOLDCO, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I UK LIMITED	CB&I HOUSTON LLC	LLC	100%	1	100%	2	N/A
CB&I UK LIMITED	CB&I HOUSTON 06 LLC	LLC	100%	1	100%	2	N/A
CB&I UK LIMITED	CB&I HOUSTON 07 LLC	LLC	100%	14,555,597	100%	2	N/A
CB&I UK LIMITED	CB&I HOUSTON 08 LLC	LLC	100%	14,555,597	100%	2	N/A
CB&I UK LIMITED	CB&I HOUSTON 09 LLC	LLC	100%	14,395,135	100%	2	N/A
CB&I UK LIMITED	CB&I HOUSTON 10 LLC	LLC	100%	14,394,564	100%	2	N/A
CB&I UK LIMITED	CB&I HOUSTON 11 LLC	LLC	100%	14,434,526	100%	2	N/A
CB&I UK LIMITED	CB&I HOUSTON 12 LLC	LLC	100%	14,474,488	100%	3	N/A
CB&I UK LIMITED	CB&I HOUSTON 13 LLC	LLC	100%	1	100%	2	N/A
CHICAGO BRIDGE & IRON (ANTILLES) N.V.	CB&I HUNGARY HOLDING KFT	Limited Liability Company	N/A	N/A	96.67%	Uncertificated	N/A
CHICAGO BRIDGE & IRON COMPANY B.V.			N/A	N/A	3.33%		N/A
CB&I INTERNATIONAL, INC.	CB&I INTERNATIONAL ONE, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I HOLDCO, LLC	CB&I INTERNATIONAL, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I HOLDCO, LLC	CB&I LLC	LLC	100%	N/A	100%	Uncertificated	N/A

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Interest Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	CB&I POWER, LLC	LLC	100%	1,000	100%	Uncertificated	N/A
CB&I HOLDCO, LLC	CB&I PROJECT SERVICES GROUP, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I RIO GRANDE VALLEY FABRICATION & MANUFACTURING, L.L.C.	CB&I RIO GRANDE HOLDINGS, L.L.C.	LLC	100%	N/A	100%	Uncertificated	N/A
SHAW POWER SERVICES, LLC	CB&I RIO GRANDE VALLEY FABRICATION & MANUFACTURING, L.L.C.	LLC	100%	N/A	100%	Uncertificated	N/A
CHICAGO BRIDGE & IRON COMPANY	CB&I TYLER LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I LLC	CB&I STORAGE TANK SOLUTIONS LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CHICAGO BRIDGE & IRON COMPANY	CB&I STS DELAWARE LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I TYLER LLC	CB&I WOODLANDS LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CHICAGO BRIDGE & IRON (ANTILLES) N.V.	CBI OVERSEAS, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I HOLDCO, LLC	CBI SERVICES, LLC	LLC	100%	1	100%	Uncertificated	N/A
CHICAGO BRIDGE & IRON COMPANY B.V.	CBIT I, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CHICAGO BRIDGE & IRON COMPANY B.V.	CBIT II, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CHICAGO BRIDGE & IRON COMPANY B.V.	CBIT III, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CHICAGO BRIDGE & IRON COMPANY B.V.	CBIT IV, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I LLC	CCJV	JV	50%	N/A	100%	Uncertificated	N/A
SHAW HOME LOUISIANA, LLC	CFS-KBR MARIANAS SUPPORT SERVICES LLC	LLC	50%	N/A	100%	Uncertificated	N/A
CHICAGO BRIDGE & IRON COMPANY B.V.	CHICAGO BRIDGE & IRON COMPANY & CO LLC (OMAN)	LLC	70% - 175,000	250,000	100%	Uncertificated	N/A
CHICAGO BRIDGE & IRON COMPANY B.V.	CHICAGO BRIDGE & IRON COMPANY & (EGYPT) LLC	LLC	80% - 1600	2000	100%	Uncertificated	N/A
HOWE-BAKER INTERNATIONAL, L.L.C.	CONSTRUCTORS INTERNATIONAL, LLC	LLC	100%	N/A	100%	Uncertificated	N/A

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Interest Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>
SHAW HOME LOUISIANA, LLC	CONVEY ALL BULK, LLC	LLC	50%	N/A	100%	Uncertificated	N/A
SHAW HOME LOUISIANA, LLC	DISASTER RESPONSE SOLUTIONS, LLC	LLC	30%	N/A	100%	Uncertificated	N/A
SHAW TRANSMISSION & DISTRIBUTION SERVICES, INC.	EDS EQUIPMENT COMPANY, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
SHAW HOME LOUISIANA, LLC	EMERGENCY RESPONSE SERVICES LLC	LLC	50%	N/A	100%	Uncertificated	N/A
HOWE-BAKER INTERNATIONAL MANAGEMENT, LLC	HBI HOLDINGS, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
HOWE-BAKER INTERNATIONAL, L.L.C.	HOWE-BAKER HOLDINGS, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
HOWE-BAKER INTERNATIONAL, L.L.C.	HOWE-BAKER INTERNATIONAL MANAGEMENT, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I LLC	HOWE-BAKER INTERNATIONAL, L.L.C.	LLC	100%	N/A	100%	Uncertificated	N/A
HOWE-BAKER HOLDINGS, L.L.C.	HOWE-BAKER MANAGEMENT, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
SHAW HOME LOUISIANA, LLC	INTEGRATED SITE SOLUTIONS, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I HOLDCO, LLC	INTERNATIONAL CONSULTANTS, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
SHAW HOME LOUISIANA, LLC	EMERGENCY RESPONSE SERVICES LLC	LLC	50%	N/A	100%	Uncertificated	N/A
HOWE-BAKER INTERNATIONAL MANAGEMENT, LLC	HBI HOLDINGS, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
HOWE-BAKER INTERNATIONAL, L.L.C.	HOWE-BAKER HOLDINGS, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
HOWE-BAKER INTERNATIONAL, L.L.C.	HOWE-BAKER INTERNATIONAL MANAGEMENT, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I LLC	HOWE-BAKER INTERNATIONAL, L.L.C.	LLC	100%	N/A	100%	Uncertificated	N/A
HOWE-BAKER HOLDINGS, L.L.C.	HOWE-BAKER MANAGEMENT, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
SHAW HOME LOUISIANA, LLC	INTEGRATED SITE SOLUTIONS, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I HOLDCO, LLC	INTERNATIONAL CONSULTANTS, LLC	LLC	100%	N/A	100%	Uncertificated	N/A

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Interest Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>
MATRIX ENGINEERING, L.TD.	MATRIX MANAGEMENT SERVICES, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
MCDERMOTT TECHNOLOGY, LLC	MCDERMOTT TECHNOLOGY SUB, LLC	LLC	100%	1,099,999	100%	Uncertificated	N/A
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	NUCLEAR ENERGY HOLDINGS, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
SHAW HOME LOUISIANA, LLC	PACIFIC CONTINGENCY SERVICES, LLC	LLC	40%	N/A	100%	Uncertificated	N/A
SHAW HOME LOUISIANA, LLC	PACIFIC SUPPORT GROUP, LLC	LLC	75%	N/A	100%	Uncertificated	N/A
CB&I HOLDCO, LLC	SC WOODS, L.L.C.	LLC	100%	N/A	100%	Uncertificated	N/A
SHAW HOME LOUISIANA, LLC	SHAW CENTCOM SERVICES, LLC	LLC	60%	N/A	100%	Uncertificated	N/A
S C WOODS, L.L.C.	SHAW FAR EAST SERVICES, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	SHAW HOME LOUISIANA, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	SHAW JV HOLDINGS, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I FABRICATION, LLC	SHAW MANAGED SERVICES, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I GROUP UK HOLDINGS CB&I POWER LIMITED	SHAW POWER ARABIA (A LIMITED LIABILITY COMPANY)	LLC	90% 10%	N/A	100%	Uncertificated	N/A
CB&I FABRICATION, LLC	SHAW POWER SERVICES, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	SHAW POWER SERVICES GROUP, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
CB&I GROUP INC.	SHAW SERVICES, LLC	LLC	100%	N/A	100%	Uncertificated	N/A
SHAW HOME LOUISIANA, LLC	TIYA GROUP LLC	LLC	49%	N/A	100%	Uncertificated	N/A
CB&I OIL & GAS EUROPE B.V.	WORLD BRIDGE GENERAL CONTRACTING COMPANY LLC	LLC	100% - 10,000,000	10,000,000	100%	Uncertificated	N/A
CBI HOLDCO TWO, INC.	MCDERMOTT TECHNOLOGY, LLC	LLC	100	100	100%	4	N/A
MCDERMOTT MARINE	IO OIL & GAS UK LLP	Limited Liability Partnership	50%	N/A	50%	Uncertificated	N/A

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Interest Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>
CONSTRUCTION LIMITED							
MCDERMOTT ENGINEERING, LLC	MCDERMOTT ENGINEERING L.L.C. AND KHALID SUHAIL AL SHOAIBI FOR ENGINEERING CONSULTANCY	Partnership	75 Units	100	75%	Uncertificated	1,000 Saudi Riyals

Pledged Partnership Interests:

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Interest Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>
MATRIX ENGINEERING, LTD.	A&B BUILDERS, LTD.	Partnership	N/A	N/A	99%	Uncertificated	N/A
MATRIX MANAGEMENT SERVICES, LLC					1%		
HOWE-BAKER HOLDINGS, L.L.C.	HOWE-BAKER ENGINEERS, LTD.	Partnership	99%	N/A	100%	Uncertificated	N/A
HOWE-BAKER MANAGEMENT, L.L.C.			1.00%				
HOWE-BAKER INTERNATIONAL MANAGEMENT, LLC	MATRIX ENGINEERING, LTD.	Partnership	0.10%	N/A	100%	Uncertificated	N/A
HOWE-BAKER HOLDINGS, LLC			99.9%				
CB&I OIL & GAS EUROPE B.V.	NORTH CASPIAN ENGINEERING LLP	Joint Venture	25%	N/A	100%	Uncertificated	N/A

Pledged Trust Interests: None.

Pledged Notes:

1. Global Intercompany Note dated as of the Effective Date.
2. Promissory Note, dated February 14, 2013, in the aggregate principal amount of \$1,000,000,000 payable by CB&I Group Inc. (f/k/a The Shaw Group Inc.) to Chicago Bridge & Iron Company (Delaware).
3. Promissory Note, dated February 14, 2013, in the aggregate principal amount of \$800,000,000 payable by CB&I Group Inc. (f/k/a The Shaw Group Inc.) to Chicago Bridge & Iron Company (Delaware).

Pledged Commodities Contracts: None.

SCHEDULE 4.9
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

- (A) Material Copyright Licenses: None.
- (B) Copyrights: See “Exhibit A” chart attached hereto.
- (C) Material Patent Licenses: None.
- (D) Patents: See “Exhibit B” chart attached hereto.
- (E) Material Trademark Licenses: None.
- (F) Trademarks: See “Exhibit C” chart attached hereto.
- (G) Material Trade Secret Licenses: None.

EXHIBIT A
TO SCHEDULE 4.9

COPYRIGHTS

(See Attached.)

Registration Number	Registration Date	Title	Current Status	Owner of Record
Txu0001269599	11/02/05	linest.	Active	J. Ray McDermott
VA0001707212	7/15/2009	CBI Safety Playing Cards.	Active	Chicago Bridge & Iron Company
Txu000279692	04/23/87	SPORTS STANDARD PROCUREMENT ORDERING RECEIVING TRACKING SYSTEM (USER MANUAL)	Active	McDermott Technology, LLC
TX0002052757	04/23/87	SPORTS STANDARD PROCUREMENT ORDERING RECEIVING TRACKING SYSTEM (ADVERTISING BROCHURE)	Active	McDermott Technology, LLC
Txu000640863	07/03/95	ANCHOR DRAG MONITORING PROGRAM (INSTALLATION & USER MANUAL)	Active	McDermott Technology, LLC
Txu000709297	06/20/95	ANCHOR DRAG MONITORING (VER. 3.1)	Active	McDermott Technology, LLC
Txu000242242	06/10/86	APPLICATION MANAGEMENT SYSTEM	Active	McDermott Technology, LLC
Txu000285153	05/18/87	AUTOMATED CATALOG EDITOR (APPLICATION SOFTWARE)	Active	McDermott Technology, LLC
Txu000304463	12/07/87	AUTOMATED CATALOG EDITOR (REVISION 1.0)	Active	McDermott Technology, LLC
Txu000355663	03/24/88	AUTOMATIC INTELLIGENT MODELLER	Active	McDermott Technology, LLC
Txu000279988	04/18/87	BID EVALUATION- TECHNICAL (BET) PROTOTYPE SYSTEM	Active	McDermott Technology, LLC
Txu000388866	05/30/89	CADAD APPLICATION	Active	McDermott Technology, LLC
Txu000391056	09/05/89	CADAD APPLICATION IGMW/ SOURCE LISTING	Active	McDermott Technology, LLC
Txu000451883	09/06/89	CADAD APPLICATION IGMW SYSTEM MANUAL AND USER MANUAL	Active	McDermott Technology, LLC
Txu000497949	12/02/91	CEDAR	Active	McDermott Technology, LLC
TXu000285887	06/25/87	CORPORATE ACCOUNTS PAYABLE SYSTEM (CAPS) DIALOG REPORTS	Active	McDermott Technology, LLC
TXU000286204	06/26/87	CORPORATE ACCOUNTS PAYABLE SYSTEM (CAPS) RECORD REPORTS	Active	McDermott Technology, LLC
TXu000273401	06/25/87	CORPORATE ACCOUNTS PAYABLE SYSTEM (CAPS) SCHEMA DOCUMENTATION	Active	McDermott Technology, LLC
TXu000285567	06/24/87	CORPORATE ACCOUNTS PAYABLE SYSTEM (CAPS) SUBSCHEMA DOCUMENTATION	Active	McDermott Technology, LLC
TXU000270321	02/24/87	COST ESTIMATING SYSTEM	Active	McDermott Technology, LLC
TX0000865429	03/08/82	DERRICK BARGE 20	Active	McDermott Technology, LLC
TX0000865430	03/08/82	DERRICK BARGE 21	Active	McDermott Technology, LLC
TX0000865431	03/08/82	DERRICK BARGE 26	Active	McDermott Technology, LLC
TX0001648910	08/30/85	DEEPWATER MARINE CONSTRUCTION'S FRONTIER TECHNOLOGY	Active	McDermott Technology, LLC

Registration Number	Registration Date	Title	Current Status	Owner of Record
TXu000374299	11/17/88	EBASCO SERVICES CPSES/HVAC PROJECT REPORTING TASK	Active	McDermott Technology, LLC
TXu000346706	11/16/88	EBASCO SERVICES CPSES/HVAC, PROJECT ANALYSIS TASK	Active	McDermott Technology, LLC
TXu000346557	11/16/88	EBASCO SERVICES CPSES/HVAC, PROJECT MODELING TASK	Active	McDermott Technology, LLC
TXu000393793	10/31/89	EBASCO SERVICES, CPSES/HVAC PROJECT, ANALYSIS TASK	Active	McDermott Technology, LLC
TXu000374305	05/31/89	EBASCO SERVICES, CPSES/HVAC PROJECT, ANALYSIS TASK	Active	McDermott Technology, LLC
TXu000374304	05/31/89	EBASCO SERVICES CPSES/HVAC, PROJECT MODELING TASK	Active	McDermott Technology, LLC
TXu000393792	10/31/89	EBASCO SERVICES CPSES/HVAC, PROJECT MODELING TASK	Active	McDermott Technology, LLC
TXu000393794	10/31/89	EBASCO SERVICES, CPSES/HVAC PROJECT REPORTING TASK (SUPPLEMENTAL COPYRIGHT REGISTRATION)	Active	McDermott Technology, LLC
TXu000374299	05/30/89	EBASCO SERVICES, CPSES/HVAC PROJECT REPORTING TASK (SUPPLEMENTAL COPYRIGHT REGISTRATION)	Active	McDermott Technology, LLC
TXu000310768	04/03/87	FACILITIES ANALYSIS SYSTEM/FACILITIES DATA BASE (APPLICATION TEX1	Active	McDermott Technology, LLC
TXu000277664	04/13/87	FACILITIES ANALYSIS SYSTEM/FACILITIES DATABASE (APPLICATION SOFTWARE)	Active	McDermott Technology, LLC
TXu000241720	06/09/86	HELP DATA BASE	Active	McDermott Technology, LLC
TXu000369347	11/18/88	INTERACTIVE GRAPHIC MODELLER	Active	McDermott Technology, LLC
TXu000355631	03/24/88	INTERACTIVE GRAPHICS MODELLER WORKSTATION	Active	McDermott Technology, LLC
TXu000255506	06/13/86	JOB SUBMISSION SYSTEM	Active	McDermott Technology, LLC
TXU000279336	04/29/87	MATERIAL PRICING SYSTEM (ONLINE PROGRAM LISTINGS)	Active	McDermott Technology, LLC
TXu000279739	04/29/87	MATERIAL PRICING SYSTEM (USER GUIDE)	Active	McDermott Technology, LLC
TX0002524122	03/13/89	MCDERMOTT INFORMATION NETWORK -MCDERMOTT APPLICATON EXCHANGE	Active	McDermott Technology, LLC
TXU000321366	03/28/88	MICROSAS	Active	McDermott Technology, LLC
TXU000381059	05/09/89	MICROSAS PROGRAMMER'S MANUAL	Active	McDermott Technology, LLC
TXu001001220	08/03/01	MICROSAS II	Active	McDermott Technology, LLC

Registration Number	Registration Date	Title	Current Status	Owner of Record
TXu000288525	07/10/87	MIMECH/AUTOCAD DRAWING TRANSLATORS	Active	McDermott Technology, LLC
TXU000345253	11/16/88	MODEL DEFINITION LANGUAGE/COMPUTER (MDLC)	Active	McDermott Technology, LLC
TXU000280635	04/29/87	OLIVES SYSTEM	Active	McDermott Technology, LLC
TXu000280616	04/29/87	OLIVES SYSTEM (APPLICATION TEXI)	Active	McDermott Technology, LLC
TX0002041533	04/06/87	PLANNING AND SCHEDULING SYSTEMS	Active	McDermott Technology, LLC
TXu000270922	02/20/87	QTO DIGITIZER AND DATA ENTRY PROGRAM	Active	McDermott Technology, LLC
TXu000241721	06/09/86	QUANTITY TAKEOFF SYSTEM	Active	McDermott Technology, LLC
TXu000270879	02/20/87	QUANTITY TAKEOFF SYSTEM	Active	McDermott Technology, LLC
TXu000363124	03/10/89	QUANTITY TAKEOFF SYSTEM, BATCH SOFTWARE, VERSION 2.6	Active	McDermott Technology, LLC
TXu000363250	03/10/89	QUANTITY TAKEOFF SYSTEM, QA FORMS AND REGISTER, VERSION 2.6	Active	McDermott Technology, LLC
TXu000280838	04/29/87	SPORTS (APPLICATION SOFTWARE)	Active	McDermott Technology, LLC
TXu000250012	06/09/86	STRUCTURAL ANALYSIS SYSTEM/STRUCTURAL DATA BASE	Active	McDermott Technology, LLC
TXu000522949	10/21/91	THE PATENT PROCESS	Active	McDermott Technology, LLC
TX0001653013	09/09/85	TO MEET THE NEED FOR ENERGY, McDERMOTT BUILDS BENEATH THE SEA AS FAR AS MAN BUILDS TO THE SKY	Active	McDermott Technology, LLC
TXU000518942	05/18/92	CONTINUOUS IMPROVEMENT PROCESS REFERENCE MANUAL	Active	McDermott Technology, LLC
TX0000865432	03/08/82	CRANE BARGE NO.14	Active	McDermott, Inc.
TX0000588209	11/26/80	INSERVICE INSPECTION: SERVICE EXPERTISE FOR THE LIFE OF YOUR NUCLEAR UNITS, BROCHURE NO. E 105- 3036	Active	McDermott, Inc.
TX0000865434	03/08/82	LAY BARGE4 NO. 25	Active	McDermott, Inc.
TX0000906880	03/08/82	McDERMOTT DIVERS.	Active	McDermott, Inc.
TX0000865433	03/08/82	McDERMOTT SOUTH EAST ASIA	Active	McDermott, Inc.
TXu000603143	11/09/93	STRNPDMS	Active	McDermott, Inc.
TXu000615042	01/14/94	ACCELERATED DECOMPRESSION FOR MANAGEMENT OF EMERGENCY CONTINGENCIES	Active	McDermott, Inc.
TX0000590486	12/1/1980	ALDPIPE	Active	McDermott, Inc.
TX0000621165	1/30/1981	B&W BAG FILTERHOUSE	Active	McDermott, Inc.
TXu000281317	5/15/1987	CONCEPT MODELLER	Active	McDermott, Inc.
TXu000348340	11/17/1988	EBASCO SERVICES CPSES/HVAC PROJECT REPORTING TASK	Active	McDermott Technology, LLC
TXu000369543	5/9/1989	MICROSAS: MICROCOMPUTER STRUCTURAL ANALYSIS SYSTEM	Active	McDermott Technology, LLC

Registration Number	Registration Date	Title	Current Status	Owner of Record
TX0000582823	11/14/1980	MIRROR ALL-METAL REFLECTIVE INSULATION VALVE AND FLANGE COVERS	Active	McDermott, Inc.
TXu000812355	8/14/1997	REENGINEERING EXECUTIVE PRESENTATION	Active	McDermott Technology, LLC
TXu000666137	12/27/1994	REENGINEERING WORKSHOP	Active	McDermott Technology, LLC
TXu000827210	8/13/1997	REENGINEERING WORKSHOP: INSTRUCTOR MANUAL	Active	McDermott Technology, LLC
TXu000800804	8/14/1997	LITY MANAGEMENT: REFEREN	Active	McDermott Technology, LLC
TXu000275972	3/16/1987	ROBOTIC AUTOMATIC PART PROGRAMMING GENERATOR	Active	McDermott, Inc.

EXHIBIT B
TO SCHEDULE 4.9

PATENTS

(See Attached.)

COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE	TITLE	OWNER
AU	Issued	2001275254	Jun 5, 2001	2001275254	Jan 6, 2006	Method and apparatus for cooling the inlet air of combustion turbines	Chicago Bridge & Iron Company (DE)
CA	Issued	2,412,160	Jun 5, 2001	2412160	Jul 29, 2008	METHOD AND APPARATUS FOR COOLING THE INLET AIR OF COMBUSTION TURBINES	Chicago Bridge & Iron Company (DE)
QA	Pending	not available at this time	Jun 5, 2001			METHOD AND APPARATUS FOR ENHANCING POWER OUTPUT EFFICIENCY OF COMBUSTION TURBINES	Chicago Bridge & Iron Company (DE)
SG	Issued	200207645-3	Jun 5, 2001	93714	Feb 28, 2005	METHOD AND APPARATUS FOR ENHANCING POWER OUTPUT EFFICIENCY OF COMBUSTION TURBINES	Chicago Bridge & Iron Company (DE)
ZA	Issued	2003/00171	Jun 5, 2001	2003/00171	May 26, 2004	METHOD AND APPARATUS FOR ENHANCING POWER OUTPUT EFFICIENCY OF COMBUSTION TURBINES	Chicago Bridge & Iron Company (DE)
CA	Issued	2,349,516	Jun 4, 2001	2349516	Aug 2, 2005	LIQUID CLARIFICATION TANK	Chicago Bridge & Iron Company (DE)
CA	Issued	2,339,703	Mar 8, 2001	2339703	Jan 8, 2008	ELEVATED STORAGE TANK	Tindall Corporation; Chicago Bridge & Iron Company (DE)
MX	Issued	MX/A/2001/0002465	Mar 8, 2001	240373	Sep 19, 2006	ELEVATED STORAGE TANK	Tindall Corporation; Chicago Bridge & Iron Company (DE)
AE	Pending	328/01	Dec 8, 2001			SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
AU	Issued	2001281376	Jul 31, 2001	2001281376	Apr 7, 2005	SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
CA	Issued	2,415,453	Jul 31, 2001	2415453	Oct 2, 2007	SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
KW	Pending	PA103/2001	Nov 24, 2001			SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
MY	Issued	PI200113600	Jul 30, 2001	MY-126853-A	Oct 31, 2006	SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
SG	Issued	200300679-8	Jul 31, 2001	94997	Sep 30, 2005	SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
TH	Issued	067254	Jul 26, 2001	19313	Jan 5, 2006	SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
US	Issued	09/630,059	Aug 1, 2000	6,354,488	Mar 12, 2002	SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
US	Issued	09/603,160	Jun 23, 2000	6,470,706	Oct 29, 2002	SYSTEM AND APPARATUS FOR CONDENSING BOIL OFF VAPOR FROM A LIQUIFIED NATURAL GAS CONTAINER	Chicago Bridge & Iron Company (DE)
US	Issued	10/102,002	Mar 20, 2002	6,497,150	Dec 24, 2002	ULTRASONIC AUSTENITIC WELD SEAM INSPECTION METHOD AND APPARATUS	Chicago Bridge & Iron Company (DE)

COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE	TITLE	OWNER
US	Issued	10/106,697	Mar 26, 2002	6,547,039	Apr 15, 2003	WIRE ROPE LUBRICATION DEVICE FOR A CRANE	J. Ray McDermott S.A.
US	Issued	10/106,714	Mar 26, 2002	6,550,581	Apr 22, 2003	WIRE ROPE LUBRICATION DEVICE FOR A CRANE	J. Ray McDermott S.A.
AE	Published	19/2002	Feb 9, 2001			METHOD TO TRANSPORT AND INSTALL A DECK	J. Ray McDermott S.A.
AU	Issued	35008/01	Feb 9, 2001	751345	Dec 5, 2002	METHOD TO TRANSPORT AND INSTALL A DECK	J. Ray McDermott S.A.
BR	Issued	PI0106660-9	Feb 9, 2001	PI01066609	Sep 6, 2011	METHOD TO TRANSPORT AND INSTALL A DECK	J. Ray McDermott S.A.
MX	Issued	2002/000707	Feb 9, 2001	237518	Jun 2, 2006	METHOD TO TRANSPORT AND INSTALL A DECK	J. Ray McDermott S.A.
SG	Issued	200200245-9	Feb 9, 2001	86216	Sep 30, 2003	METHOD TO TRANSPORT AND INSTALL A DECK	J. Ray McDermott S.A.
AE	Pending	334/05	Dec 15, 2003			SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
AE	Pending	36/07	Jul 11, 2005			SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
AU	Issued	2003297072	Dec 15, 2003	2003297072	Jan 8, 2009	SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
CA	Issued	2,511,776	Dec 15, 2003	2511776	Feb 1, 2011	SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
CA	Issued	2,573,094	Jul 11, 2005	2573094	Jan 8, 2013	SPRING-LOADED SECONDARY SEAL FOR FLOATING-ROOF STORAGE TANK, LIQUID STORAGE TANK AND METHOD FOR INSTALLING A SECONDARY SEAL IN A LIQUID STORAGE TANK	Chicago Bridge & Iron Company (DE)
ID	Pending	W00200501573	Dec 15, 2003			SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
IN	Pending	606/CHENP/2007	Jul 11, 2005			SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
KW	Pending	PA125/2003	Dec 16, 2003			SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
KW	Pending	PA85/2005	Jul 13, 2005			SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
MY	Issued	PI20034816	Dec 16, 2003	MY-136681-A	Nov 28, 2008	SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
MY	Issued	PI20053169	Jul 11, 2005	MY-142136-A	Sep 30, 2010	SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)

COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE	TITLE	OWNER
NG	Pending	2007/002	Jul 11, 2005			SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
SA	Issued	04240480	Jan 18, 2004	1779	Apr 15, 2007	SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
SG	Issued	200503809-6	Dec 15, 2003	112684	Jul 31, 2006	SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
SG	Issued	200700176-1	Jul 11, 2005	128964	Jan 30, 2009	SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
TH	Issued	0501003196	Jul 11, 2005	55845	Jul 16, 2017	SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
TH	Issued	087400	Dec 15, 2003	32078	Feb 29, 2012	SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
US	Issued	10/889,404	Jul 12, 2004	7,748,555	Jul 6, 2010	SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
US	Issued	10/320,093	Dec 16, 2002	7,044,322	May 16, 2006	SPRING LOADED SECONDARY SEAL FOR FLOATING ROOF STORAGE TANK	Chicago Bridge & Iron Company (DE)
US	Issued	10/212,887	Aug 6, 2002	6,814,874	Nov 9, 2004	CLARICONE SLUDGE LEVEL CONTROL SYSTEM	Chicago Bridge & Iron Company (DE)
US	Issued	10/263,882	Oct 3, 2002	7,044,522	May 16, 2006	PASSIVE CAPTURE SLIP-PROOF CHAIN HANDLING HOOK	J. Ray McDermott S.A.
CA	Issued	2,484,411	Oct 8, 2004	2484411	Mar 27, 2012	ANAEROBIC SLUDGE DIGESTER	Chicago Bridge & Iron Company (IL)
US	Issued	10/682,050	Oct 9, 2003	7,172,698	Feb 6, 2007	ANAEROBIC SLUDGE DIGESTER	Chicago Bridge & Iron Company (IL)
US	Issued	10/339,098	Jan 9, 2003	7,162,844	Jan 16, 2007	Use of partial precast panels for construction of concrete walls and shells	Chicago Bridge & Iron Company (IL)
US	Issued	10/953,992	Sep 29, 2004	7,044,072	May 16, 2006	Cylindrical Hull Structure	SparTEC, Inc.
CA	Issued	2,553,051	Jul 24, 2006	2553051	Apr 1, 2014	OIL DISTILLATION VACUUM COLUMN WITH THICKENED PLATE IN THE VAPOR HORN SECTION	Chicago Bridge & Iron Company (IL)
CN	Issued	20061108081	Jul 27, 2006	ZL200610108081.2	Nov 10, 2010	OIL DISTILLATION VACUUM COLUMN WITH THICKENED PLATE IN THE VAPOR HORN SECTION	Chicago Bridge & Iron Company (IL)
ES	Issued	200602009	Jul 26, 2006	2345644	Jun 13, 2011	OIL DISTILLATION VACUUM COLUMN WITH THICKENED PLATE IN THE VAPOR HORN SECTION	Chicago Bridge & Iron Company (IL)
IT	Issued	06A000546	Jul 25, 2006	1376969	Jul 5, 2010	OIL DISTILLATION VACUUM COLUMN WITH THICKENED PLATE IN THE VAPOR HORN SECTION	Chicago Bridge & Iron Company (IL)

COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE	TITLE	OWNER
JP	Issued	2006-200913	Jul 24, 2006	5134789	Nov 16, 2012	OIL DISTILLATION VACUUM COLUMN WITH THICKENED PLATE IN THE VAPOR HORN SECTION	Chicago Bridge & Iron Company (IL)
KR	Issued	10-2006-0070559	Jul 27, 2006	10-1302900	Aug 27, 2013	OIL DISTILLATION VACUUM COLUMN WITH THICKENED PLATE IN THE VAPOR HORN SECTION	Chicago Bridge & Iron Company (IL)
US	Issued	11/190,636	Jul 27, 2005	7,588,664	Sep 15, 2009	OIL DISTILLATION VACUUM COLUMN WITH THICKENED PLATE IN THE VAPOR HORN SECTION	Chicago Bridge & Iron Company (IL)
ZA	Issued	2006/06185	Jul 26, 2006	2006/06185	Dec 27, 2007	OIL DISTILLATION VACUUM COLUMN WITH THICKENED PLATE IN THE VAPOR HORN SECTION	Chicago Bridge & Iron Company (IL)
AO	Published	858	Feb 22, 2006			CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
AU	Issued	2006200713	Feb 21, 2006	2006200713	Mar 20, 2008	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
BR	Issued	PI0600377-0	Feb 14, 2006	PI0600377	May 28, 2019	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
CA	Issued	2,534,491	Jan 31, 2006	2534491	Apr 1, 2008	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
CN	Issued	2006100092954	Feb 21, 2006	100431915	Nov 12, 2008	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
EP	Issued	06250836.1	Feb 16, 2006	1693297	Jul 11, 2007	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
FI	Issued	06250836.1	Feb 16, 2006	1693297	Jul 11, 2007	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
GB	Issued	06250836.1	Feb 16, 2006	1693297	Jul 11, 2007	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
IE	Issued	06250836.1	Feb 16, 2006	1693297	Jul 11, 2007	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
IN	Issued	108/KOL/2006	Feb 6, 2006	248328	Jul 8, 2011	A SECTION OF A HULL IN A CURCULAR FLOATING HULL FORMED FROM A PLURALITY OF SECTIONS ATTACHED TOGETHER END-TO-END	SparTEC, Inc.
MX	Issued	PA/A/2006002087	Feb 21, 2006	254044	Jan 31, 2008	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
MY	Issued	PI20060561	Feb 9, 2006	MY-137994-A	Apr 30, 2009	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
NG	Pending	18/2006	Feb 22, 2006			CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
NO	Issued	20060875	Feb 22, 2006	337436	Apr 11, 2016	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
OA	Issued	1200600059	Feb 17, 2006	13242	Sep 29, 2006	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.

COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE	TITLE	OWNER
PH	Issued	1-2006-000094	Feb 7, 2006	1-2006-000094	Nov 23, 2009	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
RU	Issued	2006105108	Feb 20, 2006	2317915	Feb 27, 2008	STRUCTURAL ARRANGEMENT OF CYLINDRICAL BODY	SparTEC, Inc.
US	Issued	11/214,069	Aug 29, 2005	7,188,574	Mar 13, 2007	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
VN	Issued	1200600251	Feb 20, 2006	6855	Feb 25, 2008	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
US	Issued	11/214,086	29-Aug-05	7,217,067		RISER KEEL JOINT ASSEMBLY	SparTEC, Inc.
AU	Issued	2007268120	May 10, 2007	2007268120	Oct 31, 2013	Storage tank with self-draining full-contact floating roof	Chicago Bridge & Iron Company (IL)
CA	Issued	2,650,296	May 10, 2007	2650296	Aug 19, 2014	STORAGE TANK WITH SELF-DRAINING FULL-CONTACT FLOATING ROOF	Chicago Bridge & Iron Company (IL)
GC	Pending	2007/8369	May 22, 2007			STORAGE TANK WITH SELF DRAINING FULL CONACT FLOATING ROOF	Chicago Bridge & Iron Company (IL)
SG	Issued	200807690-3	May 10, 2007	147038	Dec 31, 2010	STORAGE TANK WITH SELF DRAINING FULL CONACT FLOATING ROOF	Chicago Bridge & Iron Company (IL)
TH	Issued	0701002506	May 21, 2007	50900	Aug 24, 2016	STORAGE TANK WITH SELF DRAINING FULL CONACT FLOATING ROOF	Chicago Bridge & Iron Company (IL)
US	Issued	11/439,471	May 23, 2006	8,061,552	Nov 22, 2011	Storage tank with self-draining full-contact floating roof	Chicago Bridge & Iron Company (IL)
AR	Issued	P070101080	Mar 16, 2007	0059919	Sep 23, 2015	STRUCTURE FOR EXTREME THERMAL CYCLING	Chicago Bridge & Iron Company (IL)
BR	Issued	PI0705056-9	Mar 16, 2007	PI0705056	May 10, 2016	STRUCTURE FOR EXTREME THERMAL CYCLING	Chicago Bridge & Iron Company (IL)
CA	Issued	2,581,842	Mar 15, 2007	2581842	Dec 9, 2014	STRUCTURE FOR EXTREME THERMAL CYCLING	Chicago Bridge & Iron Company (IL)
ES	Issued	200700718	Mar 16, 2007	2328200	Oct 22, 2010	STRUCTURE FOR EXTREME THERMAL CYCLING	Chicago Bridge & Iron Company (IL)
IN	Issued	0550/CHENP/2007	Mar 16, 2007	278606	Dec 27, 2016	STRUCTURE FOR EXTREME THERMAL CYCLING	Chicago Bridge & Iron Company (IL)
IT	Issued	07A000200	Mar 16, 2007	1381071	Sep 20, 2010	STRUCTURE FOR EXTREME THERMAL CYCLING	Chicago Bridge & Iron Company (IL)
JP	Issued	2007-068181	Mar 16, 2007	5368678	Sep 20, 2013	STRUCTURE FOR EXTREME THERMAL CYCLING	Chicago Bridge & Iron Company (IL)
KR	Issued	10-2007-0026098	Mar 16, 2007	10-1447287	Sep 26, 2014	STRUCTURE FOR EXTREME THERMAL CYCLING	Chicago Bridge & Iron Company (IL)
MX	Issued	MX/A/2007/0003234	Mar 16, 2007	307465	Feb 19, 2013	STRUCTURE FOR EXTREME THERMAL CYCLING	Chicago Bridge & Iron Company (IL)
US	Issued	11/376,802	Mar 16, 2006	7,666,279	Feb 23, 2010	STRUCTURE FOR EXTREME THERMAL CYCLING	Chicago Bridge & Iron Company (IL)
US	Issued	11/502,947	Aug 11, 2006	7,493,778	Feb 24, 2009	BOIL OFF GAS CONDENSING ASSEMBLY FOR USE WITH LIQUID STORAGE TANKS	Chicago Bridge & Iron Company (IL)

COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE	TITLE	OWNER
AU	Issued	2008262151	May 29, 2008	2008262151	Oct 18, 2012	STORAGE TANK FOR CRYOGENIC LIQUIDS	Chicago Bridge & Iron Company (IL)
CA	Issued	2,689,593	May 29, 2008	2689593	Mar 20, 2012	STORAGE TANK FOR CRYOGENIC LIQUIDS	Chicago Bridge & Iron Company (IL)
CN	Issued	200880101323.2	May 29, 2008	101784833	Dec 7, 2011	STORAGE TANK FOR CRYOGENIC LIQUIDS	Chicago Bridge & Iron Company (IL)
GB	Issued	0922439.5	May 29, 2008	2462786	Dec 21, 2011	STORAGE TANK FOR CRYOGENIC LIQUIDS	Chicago Bridge & Iron Company (IL)
GC	Pending	2008/10973	Jun 7, 2008			STORAGE TANK FOR CRYOGENIC LIQUIDS	Chicago Bridge & Iron Company (IL)
NG	Issued	2009/645	May 29, 2008	2009/645	Mar 10, 2010	STORAGE TANK FOR CRYOGENIC LIQUIDS	Chicago Bridge & Iron Company (IL)
PE	Issued	948	Jun 4, 2008	6509	Jun 28, 2012	STORAGE TANK FOR CRYOGENIC LIQUIDS	Chicago Bridge & Iron Company (IL)
RU	Issued	2009148806	May 29, 2008	2430295	Sep 27, 2011	RESERVOIR FOR STORAGE OF CRYOGENIC LIQUIDS	Chicago Bridge & Iron Company (IL)
US	Issued	14/100,577	Dec 9, 2013	9,726,326	Aug 8, 2017	METHOD OF CONSTRUCTING A STORAGE TANK FOR CRYOGENIC LIQUIDS	Chicago Bridge & Iron Company (IL)
US	Issued	11/758,398	Jun 5, 2007	8,603,375	Dec 10, 2013	STORAGE TANK FOR CRYOGENIC LIQUIDS	Chicago Bridge & Iron Company (IL)
US	Issued	12/788,072	May 26, 2010	8,157,432	Apr 17, 2012	Method of mixing a fluid in a tank with a draft tube mixing system	Chicago Bridge & Iron Company (IL)
US	Issued	11/711,401	Feb 27, 2007	7,748,891	Jul 6, 2010	RESERVOIR MIXING SYSTEM	Chicago Bridge & Iron Company (IL)
AU	Issued	2008202221	May 20, 2008	2008202221	Jun 2, 2011	STRONGBACK TRAVELING CLAMP	J. Ray McDermott S.A.
BR	Issued	PI0801681-0	Jun 9, 2008	PI0801681	May 14, 2019	STRONGBACK TRAVELING CLAMP	J. Ray McDermott S.A.
CA	Issued	2,632,426	May 28, 2008	2632426	Aug 30, 2011	STRONGBACK TRAVELING CLAMP	J. Ray McDermott S.A.
CN	Issued	2008101251124	Jun 10, 2008	CN101319739B	May 16, 2012	STRONGBACK TRAVELING CLAMP	J. Ray McDermott S.A.
ID	Pending	P00201300334	Jun 6, 2008			STRONGBACK TRAVELING CLAMP	J. Ray McDermott S.A.
IN	Issued	921/KOL/2008	May 21, 2008	306478	Feb 1, 2019	STRONGBACK TRAVELING CLAMP	J. Ray McDermott S.A.
MY	Issued	PI20081967	Jun 6, 2008	MY-149275-A	Aug 15, 2013	STRONGBACK TRAVELING CLAMP	J. Ray McDermott S.A.
PH	Issued	12008000184	May 28, 2008	1-2008-000184	Apr 30, 2014	STRONGBACK TRAVELING CLAMP	J. Ray McDermott S.A.
SG	Issued	200804449-7	Jun 5, 2008	148947	Mar 31, 2009	STRONGBACK TRAVELING CLAMP	J. Ray McDermott S.A.
CA	Issued	2,661,363	Mar 31, 2009	2661363	Dec 7, 2010	METHOD OF BUILDING ELEVATED WATER STORAGE TANKS	Chicago Bridge & Iron Company (IL)
US	Issued	13/568,566	Aug 7, 2012	8,820,009	Sep 2, 2014	METHOD OF BUILDING ELEVATED WATER STORAGE TANKS	Chicago Bridge & Iron Company (IL)
US	Issued	12/112,574	Apr 30, 2008	8,261,510	Sep 11, 2012	METHOD OF BUILDING ELEVATED WATER STORAGE TANKS	Chicago Bridge & Iron Company (IL)
AU	Issued	2009311617	Aug 5, 2009	2009311617	Sep 13, 2012	Method and apparatus for insulating a void in a component of a low-temperature or cryogenic storage tank	Chicago Bridge & Iron Company (IL)
CA	Issued	2,732,871	Aug 5, 2009	2732871	Jul 16, 2013	METHOD AND APPARATUS FOR INSULATING A VOID IN A COMPONENT OF A LOW-TEMPERATURE OR CRYOGENIC STORAGE TANK	Chicago Bridge & Iron Company (IL)

COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE	TITLE	OWNER
CN	Issued	200980130561.0	Aug 5, 2009	ZL200980130561.0	Mar 13, 2013	METHOD AND APPARATUS FOR INSULATING A VOID IN A COMPONENT OF A LOW TEMPERATURE OR CRYOGENIC STORAGE TANK	Chicago Bridge & Iron Company (IL)
RU	Issued	2011108382	Aug 5, 2009	2478869	Apr 10, 2013	METHOD AND DEVICE FOR INSULATION OF CAVITY IN COMPONENT OF LOW-TEMPERATURE OR CRYOGENIC STORAGE TANK	Chicago Bridge & Iron Company (IL)
US	Issued	13/547,739	Jul 12, 2012	8,545,132	Oct 1, 2013	Method and apparatus for insulating a component of a low-temperature or cryogenic storage tank	Chicago Bridge & Iron Company (IL)
US	Issued	12/186,039	Aug 5, 2008	8,240,344	Aug 14, 2012	Method and apparatus for insulating a component of a low-temperature or cryogenic storage tank	Chicago Bridge & Iron Company (IL)
AO	Pending	1384	Sep 7, 2009			MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
BR	Published	PI0905409-0	Aug 26, 2009			MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
DK	Issued	09168878.8	Aug 27, 2009	2159446	Nov 19, 2014	MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
EP	Issued	09168878.8	Aug 27, 2009	2159446	Nov 19, 2014	MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
GB	Issued	09168878.8	Aug 27, 2009	2159446	Nov 19, 2014	MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
ID	Issued	P00200900462	Aug 25, 2009	IDP000056979	Mar 6, 2019	MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
IE	Issued	09168878.8	Aug 27, 2009	2159446	Nov 19, 2014	MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
MY	Issued	PI20093576	Aug 27, 2009	MY-153278-A	Jan 29, 2015	MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
NL	Issued	09168878.8	Aug 27, 2009	2159446	Nov 19, 2014	MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
NO	Issued	09168878.8	Aug 27, 2009	2159446	Nov 19, 2014	MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
OA	Issued	1200900301	Sep 15, 2009	14703	Jun 30, 2010	MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
PH	Issued	1-2009-000282	Aug 28, 2009	1-2009-000282	May 31, 2013	MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
US	Issued	12/198,398	Aug 26, 2008	7,614,209	Nov 10, 2009	Mechanically releasable shackle pin	J. Ray McDermott S.A.
AU	Issued	2010227115	Oct 8, 2010	2010227115	Jun 14, 2012	NARROW GROOVE WELDING TORCH	J. Ray McDermott S.A.

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EP	Issued	10187166.3	Oct 11, 2010	2308630	Dec 3, 2014	NARROW GROOVE GAS METAL ARC WELDING TORCH	J. Ray McDermott S.A.
ES	Issued	10187166.3	Oct 11, 2010	2308630	Dec 3, 2014	NARROW GROOVE GAS METAL ARC WELDING TORCH	J. Ray McDermott S.A.
FR	Issued	10187166.3	Oct 11, 2010	2308630	Dec 3, 2014	NARROW GROOVE GAS METAL ARC WELDING TORCH	J. Ray McDermott S.A.
GB	Issued	10187166.3	Oct 11, 2010	2308630	Dec 3, 2014	NARROW GROOVE GAS METAL ARC WELDING TORCH	J. Ray McDermott S.A.
IT	Issued	10187166.3	Oct 11, 2010	2308630	Dec 3, 2014	NARROW GROOVE GAS METAL ARC WELDING TORCH	J. Ray McDermott S.A.
MY	Issued	PI2010004697	Oct 6, 2010	MY-152255-A	Sep 15, 2014	NARROW GROOVE GAS METAL ARC WELDING TORCH	J. Ray McDermott S.A.
NL	Issued	10187166.3	Oct 11, 2010	2308630	Dec 3, 2014	NARROW GROOVE GAS METAL ARC WELDING TORCH	J. Ray McDermott S.A.
TH	Issued	1001001557	Oct 7, 2010	55036	May 17, 2017	NARROW GROOVE WELDING TORCH	J. Ray McDermott S.A.
BR	Issued	PI1000340-1	Feb 11, 2010	PI1000340	May 14, 2019	Subsea Transfer Hook Adaptor and Method	J. Ray McDermott S.A.
MX	Issued	MX/a/2010/002008	Feb 19, 2010	317208	Jan 16, 2014	Subsea Transfer Hook Adaptor and Method	J. Ray McDermott S.A.
US	Issued	12/401,925	Mar 11, 2009	8,572,817	Nov 5, 2013	Subsea transfer hook adaptor	J. Ray McDermott S.A.
AO	Pending	1553	Apr 22, 2010			MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
AU	Pending	2010201601	Apr 21, 2010	2010201601		MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
AZ	Issued	a20100220	Oct 14, 2010	10130037	Jul 24, 2013	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
BR	Issued	PI1001222-2	Apr 19, 2010		Feb 11, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
CN	Issued	201010169867.1	Apr 23, 2010	101927812	Feb 25, 2015	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
EP	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
ES	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
FI	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
FR	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
GB	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.

COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE	TITLE	OWNER
GR	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
IE	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
IN	Issued	423/KOL/2010	Apr 16, 2010	296617	May 11, 2018	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
IT	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
MX	Issued	MX/a/2010/004380	Apr 21, 2010	305709	Nov 30, 2012	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
MY	Issued	PI2010001629	Apr 12, 2010	MY-150365-A	Dec 31, 2013	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
NG	Issued	NG/C/2010/613	Aug 9, 2010	RP.NG/C/2010/613	Nov 8, 2011	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
NO	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
OA	Issued	1201000146	Apr 21, 2010	15074	Mar 31, 2011	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
US	Issued	12/429,229	Apr 24, 2009	7,849,810	Dec 14, 2010	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
AO	Pending	1904	Jun 15, 2011			FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
AU	Issued	2011202796	Jun 10, 2011	2011202796	Aug 9, 2012	FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
BR	Published	PI11030720	Jun 15, 2011			FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
EP	Allowed	11169986.4	Jun 15, 2011			FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
EP	Published	11169986.4	Jun 15, 2011			FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
IN	Issued	810/KOL/2011	Jun 14, 2011	319791	Sep 4, 2019	FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
MY	Issued	PI2011002665	Jun 10, 2011	MY-152785-A	Nov 28, 2014	FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
NG	Issued	NG/C/2011/601	Jun 13, 2011	RP.NG/C/2011/601	Nov 8, 2011	FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
OA	Issued	1201100297	Aug 19, 2011	15912	Apr 30, 2015	FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
SG	Issued	201104334-6	Jun 13, 2011	177093	Jul 15, 2013	FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.

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TH	Pending	1101000828	Jun 14, 2011			FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
AO	Pending	1904	Jun 15, 2011			FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
AU	Issued	2011202796	Jun 10, 2011	2011202796	Aug 9, 2012	FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
BR	Published	PI1103072-0	Jun 15, 2011			FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
IN	Published	810/KOL/2011	Jun 14, 2011			FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
MY	Issued	PI2011002665	Jun 10, 2011	MY-152785-A	Nov 28, 2014	FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
NG	Issued	NG/C/2011/601	Jun 13, 2011	RP.NG/C/2011/601	Nov 8, 2011	FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
OA	Issued	1201100297	Aug 19, 2011	15912	Apr 30, 2015	FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
SG	Issued	201104334-6	Jun 13, 2011	177093	Jul 15, 2013	FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
TH	Pending	1101000828	Jun 14, 2011			FLOATOVER ARRANGEMENT AND METHOD	J. Ray McDermott S.A.
AO	Pending	1821	Mar 4, 2011			LANDING MECHANISM FOR LIFTED PIPE REEL	J. Ray McDermott S.A.
AU	Issued	2011200820	Feb 25, 2011	2011200820	Mar 14, 2013	LANDING MECHANISM FOR LIFTED PIPE REEL	J. Ray McDermott S.A.
BR	Published	2011PI01084	Mar 2, 2011			LANDING MECHANISM FOR LIFTED PIPE REEL	J. Ray McDermott S.A.
CN	Issued	2011100568641	Mar 1, 2011	ZL201110056864.1	Sep 17, 2014	LANDING MECHANISM FOR LIFTED PIPE REEL	J. Ray McDermott S.A.
DK	Issued	11156553.7	Mar 2, 2011	2363624	May 29, 2013	LANDING MECHANISM FOR LIFTED PIPE REEL	J. Ray McDermott S.A.
EP	Issued	11156553.7	Mar 2, 2011	2363624	May 29, 2013	LANDING MECHANISM FOR LIFTED PIPE REEL	J. Ray McDermott S.A.
GB	Issued	11156553.7	Mar 2, 2011	2363624	May 29, 2013	LANDING MECHANISM FOR LIFTED PIPE REEL	J. Ray McDermott S.A.
ID	Issued	P00201100148	Mar 4, 2011	000043633	Nov 28, 2016	LANDING MECHANISM FOR LIFTED PIPE REEL	J. Ray McDermott S.A.
IN	Issued	247/KOL/2011	Feb 24, 2011	311916	Apr 30, 2019	LANDING MECHANISM FOR LIFTED PIPE REEL	J. Ray McDermott S.A.
MX	Issued	MX/A/2011/002416	Mar 3, 2011	317633	Jan 30, 2014	LANDING MECHANISM FOR LIFTED PIPE REEL	J. Ray McDermott S.A.
MY	Issued	PI2011000832	Feb 24, 2011	MY-161914-A	May 15, 2017	LANDING MECHANISM FOR LIFTED PIPE REEL	J. Ray McDermott S.A.
NO	Issued	11156553.7	Mar 2, 2011	2363624	May 29, 2013	LANDING MECHANISM FOR LIFTED PIPE REEL	J. Ray McDermott S.A.
OA	Issued	1201100070	Mar 1, 2011	15319	Sep 30, 2011	LANDING MECHANISM FOR LIFTED PIPE REEL	J. Ray McDermott S.A.

COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE	TITLE	OWNER
US	Issued	13/031,405	Feb 21, 2011	8,608,406	Dec 17, 2013	LANDING MECHANISM FOR LIFTED PIPE REEL	J. Ray McDermott S.A.
VN	Pending	1201100616	Mar 7, 2011			LANDING MECHANISM FOR LIFTED PIPE REEL	J. Ray McDermott S.A.
AE	Pending	1265/2011	Dec 13, 2011			SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
AU	Issued	2011254009	Dec 13, 2011	2011254009	Aug 1, 2013	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
AZ	Issued	a20110193	Dec 13, 2011	i20160031	Apr 28, 2016	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
BR	Published	2011PI06989	Dec 14, 2011			SPAR TYPE HOUSING METHOD	J. Ray McDermott S.A.
CA	Issued	2,762,157	Dec 14, 2011	2762157	Feb 11, 2014	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
CN	Issued	201110463157.4	Dec 14, 2011	102561356	Feb 25, 2015	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
DE	Issued	11193570.6	Dec 14, 2011	2465764	Apr 22, 2015	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
EP	Issued	11193570.6	Dec 14, 2011	2465764	Apr 22, 2015	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
ES	Issued	11193570.6	Dec 14, 2011	2465764	Apr 22, 2015	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
FI	Issued	11193570.6	Dec 14, 2011	2465764	Apr 22, 2015	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
FR	Issued	11193570.6	Dec 14, 2011	2465764	Apr 22, 2015	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
GB	Issued	11193570.6	Dec 14, 2011	2465764	Apr 22, 2015	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
ID	Pending	P00201100854	Dec 14, 2011			SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
IN	Issued	1552/KOL/2011	Dec 14, 2011	304938	Dec 26, 2018	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
IT	Issued	11193570.6	Dec 14, 2011	2465764	Apr 22, 2015	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
KR	Issued	10-2011-0134741	Dec 14, 2011	1310550	Sep 12, 2013	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
MX	Issued	MX/a/2011/013463	Dec 12, 2011	330705	Jun 11, 2015	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
NO	Issued	11193570.6	Dec 14, 2011	2465764	Apr 22, 2015	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
PL	Issued	11193570.6	Dec 14, 2011	2465764	Apr 22, 2015	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
RU	Issued	2011150800	Dec 13, 2011	2481223	May 10, 2013	SPAR-PLATFORM OFFLOADING (VERSIONS)	J. Ray McDermott S.A.
SG	Issued	201109263-2	Dec 13, 2011	182091	Sep 15, 2014	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
US	Issued	13/313,185	Dec 7, 2011	8,696,291	Apr 15, 2014	SPAR HULL LOAD OUT METHOD	J. Ray McDermott S.A.
US	Issued	14/862,902	Sep 23, 2015	9,528,282	Dec 27, 2016	Freestanding elevator platform system	Chicago Bridge & Iron Company (IL)
US	Issued	13/628,983	Sep 27, 2012	9,150,397	Oct 6, 2015	Freestanding elevator platform system	Chicago Bridge & Iron Company (IL)
AU	Issued	2012203962	Jul 5, 2012	2012203962	Jul 24, 2014	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
BE	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
BG	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
BR	Published	1020120168766	Jul 9, 2012			PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
CA	Issued	2,782,928	Jul 11, 2012	2782928	Aug 26, 2014	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
CN	Issued	201210241494.3	Jul 12, 2012	ZL201210241494.3	Sep 24, 2014	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
DE	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
DK	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.

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EG	Issued	1230/2012	Jul 9, 2012	27305	Nov 8, 2015	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
EP	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
ES	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
FI	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
FR	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
GB	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
ID	Issued	P00201200563	Jul 13, 2012	000051209	May 21, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
IE	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
IN	Pending	746/KOL/2012	Jul 5, 2012			PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
IS	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
MX	Issued	MX/a/2012/008116	Jul 11, 2012	317210	Jan 16, 2014	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
MY	Issued	PI2012003160	Jul 12, 2012	167514	Sep 4, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
NL	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
NO	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
OA	Issued	1201200302	Jul 10, 2012	15979	Jun 28, 2013	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
PH	Issued	12012000199	Jul 13, 2012	1-2012-000199	Oct 14, 2016	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
RO	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
SE	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
SG	Issued	201204996-1	Jul 4, 2012	187330	Sep 24, 2014	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
TH	Issued	1201003453	Jul 11, 2012	68410	Feb 27, 2019	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
TR	Issued	20120176062	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
US	Issued	13/181,690	Jul 13, 2011	8,443,680	May 21, 2013	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
ZA	Issued	2012/05227	Jul 13, 2012	2012/05227	Dec 23, 2013	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
AU	Issued	2013352102	Jun 5, 2015	2013352102	Apr 20, 2017	SELF-JACKING SCAFFOLD FOR LARGE CYLINDRICAL TANKS	Chicago Bridge & Iron Company (IL)
CA	Issued	2,893,271	Nov 27, 2013	2893271	Jul 18, 2017	SELF-JACKING SCAFFOLD FOR LARGE CYLINDRICAL TANKS	Chicago Bridge & Iron Company (IL)
US	Issued	14/939,199	Nov 12, 2015	9,556,626	Jan 31, 2017	SELF-JACKING SCAFFOLD FOR LARGE CYLINDRICAL TANKS	Chicago Bridge & Iron Company (IL)
US	Issued	14/090,901	Nov 26, 2013	9,217,255	Dec 22, 2015	SELF-JACKING SCAFFOLD FOR LARGE CYLINDRICAL TANKS	Chicago Bridge & Iron Company (IL)
AU	Issued	2013206250	Jun 11, 2013	2013206250	Feb 25, 2016	OFFSHORE HORIZONTAL PRODUCT LAY ARRANGEMENT	J. Ray McDermott S.A.
EP	Issued	13173172.1	Jun 21, 2013	2685146	Apr 13, 2016	OFFSHORE HORIZONTAL PRODUCT LAY ARRANGEMENT	J. Ray McDermott S.A.
FR	Issued	13173172.1	Jun 21, 2013	2685146	Apr 13, 2016	Offshore Horizontal Product lay Arrangement	J. Ray McDermott S.A.

COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE	TITLE	OWNER
GB	Issued	13173172.1	Jun 21, 2013	2685146	Apr 13, 2016	Offshore Horizontal Product lay Arrangement	J. Ray McDermott S.A.
GC	Issued	24901/2013	Jul 9, 2013	GC0009121	Nov 12, 2018	OFFSHORE HORIZONTAL PRODUCT LAY ARRANGEMENT	J. Ray McDermott S.A.
ID	Issued	P00201300526	Jul 12, 2013	idp000044846	Mar 2, 2017	OFFSHORE HORIZONTAL PRODUCT LAY ARRANGEMENT	J. Ray McDermott S.A.
IT	Issued	502016000072049	Jun 21, 2013	2685146	Apr 13, 2016	Offshore Horizontal Product lay Arrangement	J. Ray McDermott S.A.
MY	Pending	PI2013002057	Jun 5, 2013			OFFSHORE HORIZONTAL PRODUCT LAY ARRANGEMENT	J. Ray McDermott S.A.
NL	Issued	13173172.1	Jun 21, 2013	2685146	Apr 13, 2016	Offshore Horizontal Product lay Arrangement	J. Ray McDermott S.A.
OA	Issued	1201300285	Jul 10, 2013	16520	Jul 31, 2014	OFFSHORE HORIZONTAL PRODUCT LAY ARRANGEMENT	J. Ray McDermott S.A.
US	Issued	14/589,112	Jan 5, 2015	9,695,958	Jul 4, 2017	Offshore Horizontal Product Lay Arrangement	J. Ray McDermott S.A.
US	Issued	15/625,333	Jun 16, 2017	9,995,413	Jun 12, 2018	Offshore Horizontal Product Lay Arrangement	J. Ray McDermott S.A.
AE	Issued	7/2013	Jan 6, 2013	1482	Aug 8, 2018	ULTRASONIC TRANSDUCER ARRANGEMENT	J. Ray McDermott S.A.
AZ	Issued	A20130049	Mar 27, 2013	i20190025	Jul 10, 2019	ULTRASONIC TRANSDUCER ARRANGEMENT	J. Ray McDermott S.A.
CN	Issued	201310070011.2	Mar 5, 2013	103364490	Dec 28, 2016	Ultrasound transducer means	J. Ray McDermott S.A.
ID	Issued	P00201300173	Mar 13, 2013	IDP000049545	Feb 9, 2018	ULTRASONIC TRANSDUCER ARRANGEMENT	J. Ray McDermott S.A.
IN	Pending	541/CHE/2013	Feb 8, 2013			ULTRASONIC TRANSDUCER ARRANGEMENT	J. Ray McDermott S.A.
MX	Issued	2012015117	Dec 18, 2012	337764	Mar 17, 2016	ULTRASONIC TRANSDUCER ARRANGEMENT	J. Ray McDermott S.A.
SG	Issued	20120932-8	Dec 18, 2012	193693	Jan 26, 2015	ULTRASONIC TRANSDUCER ARRANGEMENT	J. Ray McDermott S.A.
US	Issued	13/433,450	Mar 29, 2012	9,261,490B2	Feb 16, 2016	ULTRASONIC TRANSDUCER ARRANGEMENT	J. Ray McDermott S.A.
AP	Issued	AP/P/2013/006800	Apr 8, 2013	4465	Feb 8, 2018	OFFSHORE CABLE LAYING METHOD	J. Ray McDermott S.A.
GC	Issued	24138/2013	Apr 20, 2013	GC0007210	May 15, 2017	OFFSHORE CABLE LAYING METHOD	J. Ray McDermott S.A.
ID	Issued	P00201300371	May 17, 2013	P00201300371	May 30, 2018	OFFSHORE CABLE LAYING METHOD	J. Ray McDermott S.A.
MY	Issued	PI2013001286	Apr 11, 2013	164853A	Jan 30, 2018	OFFSHORE CABLE LAYING METHOD	J. Ray McDermott S.A.
US	Issued	13/676,327	Nov 14, 2012	8,747,025	Jun 10, 2014	OFFSHORE CABLE LAYING METHOD	J. Ray McDermott S.A.
VN	Pending	1-2013-01694	Jun 4, 2013			OFFSHORE CABLE LAYING METHOD	J. Ray McDermott S.A.
AP	Issued	AP/P/2013/006800	Apr 8, 2013	4465	Feb 8, 2018	OFFSHORE CABLE LAYING METHOD	J. Ray McDermott S.A.
GC	Issued	24138/2013	Apr 20, 2013	GC0007210	May 15, 2017	OFFSHORE CABLE LAYING METHOD	J. Ray McDermott S.A.

COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE	TITLE	OWNER
ID	Issued	P00201300371	May 17, 2013	P00201300371	May 30, 2018	OFFSHORE CABLE LAYING METHOD	J. Ray McDermott S.A.
MY	Issued	PI2013001286	Apr 11, 2013	MY-164853-A	Jan 30, 2018	OFFSHORE CABLE LAYING METHOD	J. Ray McDermott S.A.
US	Issued	13/676,327	Nov 14, 2012	8,747,025	Jun 10, 2014	OFFSHORE CABLE LAYING METHOD	J. Ray McDermott S.A.
VN	Pending	1-2013-01694	Jun 4, 2013			OFFSHORE CABLE LAYING METHOD	J. Ray McDermott S.A.
AU	Published	2014233925	Aug 27, 2015			LEG MATING UNIT	J. Ray McDermott S.A.
GC	Issued	26847/2014	Mar 18, 2014	0007542	Apr 9, 2018	LEG MATING UNIT	J. Ray McDermott S.A.
ID	Published	P00201506690	Oct 16, 2015			LEG MATING UNIT	J. Ray McDermott S.A.
MX	Issued	MX/a/2015/011337	Mar 17, 2014	360828	Nov 16, 2018	LEG MATING UNIT	J. Ray McDermott S.A.
MY	Pending	PI2015703210	Sep 15, 2015			LEG MATING UNIT	J. Ray McDermott S.A.
TH	Published	1501005609	Mar 17, 2014			LEG MATING UNIT	J. Ray McDermott S.A.
US	Issued	13/845,557	Mar 18, 2013	8,926,225	Jan 6, 2015	LEG MATING UNIT	J. Ray McDermott S.A.
VN	Pending	1-2015-03900	Oct 14, 2015			LEG MATING UNIT	J. Ray McDermott S.A.
CA	Issued	2,978,752	Mar 4, 2016	2978752	Nov 12, 2019	CONNECTION FOR REFRIGERATED GAS STORAGE TANK	Chicago Bridge & Iron Company (IL)
GC	Pending	2016/30944	Mar 6, 2016			CONNECTION FOR REFRIDGERATED GAS STORAGE TANK	Chicago Bridge & Iron Company (IL)
US	Issued	15/061,289	Mar 4, 2016	9,835,291	Dec 5, 2017	Connection for refrigerated gas storage tank	Chicago Bridge & Iron Company (IL)
US	Published	15/800,956	Nov 1, 2017			CONNECTION FOR REFRIGERATED GAS STORAGE TANK	Chicago Bridge & Iron Company (IL)
US	Pending	15/704,851	Sep 14, 2017			DIGITAL PLATFORM FOR LIFE OF PLANT SERVICES	J. Ray McDermott S.A.
CA	Pending	3/038,386	Mar 29, 2019			METHOD AND APPARATUS FOR ANAEROBIC SLUDGE DIGESTION MIXING AND HEAT EXCHANGE	Chicago Bridge & Iron Company (IL)
EP	Pending	19167335.9	Apr 4, 2019			METHOD AND APPARATUS FOR ANAEROBIC SLUDGE DIGESTION MIXING AND HEAT EXCHANGE	Chicago Bridge & Iron Company (IL)
US	Pending	16/376,651	Apr 5, 2019			METHOD AND APPARATUS FOR ANAEROBIC SLUDGE DIGESTION MIXING AND HEAT EXCHANGE	Chicago Bridge & Iron Company (IL)
AU	Pending	na	Feb 28, 2018			Offshore Ship to Ship	J. Ray McDermott S.A.
CA	Pending	3,053,477	Feb 28, 2018			Offshore Ship to Ship	J. Ray McDermott S.A.
CN	Pending	201880014145.3	Feb 28, 2018			The offshore vessel assisted using target following to ship is promoted	J. Ray McDermott S.A.
EP	Pending	18710697.6	Feb 28, 2018			Offshore Ship to Ship	J. Ray McDermott S.A.
JP	Pending	na	Feb 28, 2018			Offshore Ship to Ship	J. Ray McDermott S.A.
KR	Pending	na	Feb 28, 2018			Offshore Ship to Ship	J. Ray McDermott S.A.
US	Pending	15/908,479	Feb 28, 2018			OFFSHORE SHIP-TO-SHIP LIFTING WITH TARGET TRACKING ASSISTANCE	J. Ray McDermott S.A.
EP	Pending	18730920.8	Dec 18, 2019			HVDC Modular Design	J. Ray McDermott S.A.
US	Published	15/988,567	May 24, 2018			HVDC MODULAR PLATFORM DESIGN	J. Ray McDermott S.A.
MY	Pending	PI2018000639	May 4, 2018			RESIDUAL CURVATURE BEFORE STINGER IN S-LAY	J. Ray McDermott S.A.
WO	Pending	PCT/US19/30629	May 3, 2019			RESIDUAL CURVATURE BEFORE STINGER IN S-LAY	J. Ray McDermott S.A.
SG	Pending	10201806931S	Aug 16, 2018			SYSTEMS AND METHODS FOR PIPE REELING AND LAYING	J. Ray McDermott S.A.

COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE	TITLE	OWNER
WO	Pending	PCT/US2019/046681	Aug 15, 2019			SYSTEMS AND METHODS FOR PIPE REELING AND LAYING	J. Ray McDermott S.A.
WO	Pending	PCT/US2020/016527	Feb 4, 2020			SYSTEM AND METHODS FOR DETERMINING RELATIVE POSITION AND MOTION OF OBJECTS	J. Ray McDermott S.A.
WO	Pending	PCT/US2020/019628	Feb 25, 2020			SHROUD FOR SUBSEA FLANGE PROTECTION	J. Ray McDermott S.A.
US	Pending	62/965339	Jan 24, 2020			MULTIPLE REFLUX STREAM HYDROCARBON RECOVERY PROCESS	J. Ray McDermott S.A.
IN	Pending	202031006537	Feb 14, 2020			OFFSHORE PIPELINE LIFTING AND LOWERING OPERATIONS METHODS AND APPARATUS	J. Ray McDermott S.A.
US	Pending	63/002004	Mar 30, 2020			OFFSHORE PIPELINE LIFTING AND LOWERING OPERATIONS METHODS AND APPARATUS	J. Ray McDermott S.A.
IN	Pending	202031006539	Feb 14, 2020			ARTICULATED STINGER APPARATUS AND METHODS FOR OFFSHORE PIPELAY OPERATIONS	J. Ray McDermott S.A.
US	Pending	63/001971	Mar 30, 2020			ARTICULATED STINGER APPARATUS AND METHODS FOR OFFSHORE PIPELAY OPERATIONS	J. Ray McDermott S.A.
US	Pending	63/010369	Apr 15, 2020			Non-Metallic Subsea Valve Skid	J. Ray McDermott S.A.
EP	Issued	06250836.1	Feb 16, 2006	1693297	Jul 11, 2007	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
FI	Issued	06250836.1	Feb 16, 2006	1693297	Jul 11, 2007	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
GB	Issued	06250836.1	Feb 16, 2006	1693297	Jul 11, 2007	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
IE	Issued	06250836.1	Feb 16, 2006	1693297	Jul 11, 2007	CYLINDRICAL HULL STRUCTURAL ARRANGEMENT	SparTEC, Inc.
EP	Issued	09168878.8	Aug 27, 2009	2159446	Nov 19, 2014	MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
GB	Issued	09168878.8	Aug 27, 2009	2159446	Nov 19, 2014	MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
IE	Issued	09168878.8	Aug 27, 2009	2159446	Nov 19, 2014	MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
NL	Issued	09168878.8	Aug 27, 2009	2159446	Nov 19, 2014	MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
NO	Issued	09168878.8	Aug 27, 2009	2159446	Nov 19, 2014	MECHANICALLY RELEASABLE SHACKLE PIN	J. Ray McDermott S.A.
EP	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.

COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE	TITLE	OWNER
ES	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
FI	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
FR	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
GB	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
GR	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
IE	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
IT	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
NO	Issued	10160852.9	Apr 23, 2010	2243695	Jan 22, 2014	MATING OF BUOYANT HULL STRUCTURE WITH TRUSS STRUCTURE	J. Ray McDermott S.A.
BE	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
BG	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
DE	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
DK	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
EP	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
ES	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
FI	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
FR	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
GB	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
IE	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
IS	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
NL	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
NO	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
RO	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
SE	Issued	12176062.3	Jul 12, 2012	2546630	Sep 5, 2018	PIPE REEL LOAD SIMULATOR	J. Ray McDermott S.A.
US	Pending	29/704,539	Sep 5, 2019			PROTECTIVE SLEEVE NUT FOR BOLTED CONNECTION OF TWO MATING COMPONENTS	J. RAY MCDERMOTT S.A.

COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE	TITLE	OWNER
US	Pending	62/896,278	Sep 5, 2019			PROTECTIVE SLEEVE NUT FOR BOLTED CONNECTION OF TWO MATING COMPONENTS	J. RAY MCDERMOTT S.A.
US	Pending	62/923,092	Oct 18, 2019			A STINGER FOR A PIPE LAYING OPERATION	J. Ray McDermott S.A.
US	Pending	62/933,862	Nov 11, 2019			DISRUPTIVE COUPLING SYSTEMS AND METHODS FOR SUBSEA SYSTEMS	J. Ray McDermott S.A.

EXHIBIT C
TO SCHEDULE 4.9

TRADEMARKS

(See Attached.)

Mark	Country	Filing Date	Application No	Registration Date	Registration No	Status
CB&I	ALGERIA	11/22/2004	041813	11/22/2004	069138	REGISTERED
CB&I	ANGOLA	12/02/2004	13008			PENDING
CB&I	ARGENTINA	12/10/2004	2560738	01/28/2008	2211417	REGISTERED
CB&I	AUSTRALIA	11/04/2004	IR844912	11/04/2004	IR844912	REGISTERED
CB&I	AZERBAIJAN	11/24/2004	20040949	11/28/2005	20050843	REGISTERED
CB&I	BENELUX	11/04/2004	IR844912	11/04/2004	IR844912	REGISTERED
CB&I	BOLIVIA	11/12/2004	SM366504	01/24/2006	99494A	REGISTERED
CB&I	BRAZIL	11/11/2004	827059264	09/25/2007	827059264	REGISTERED
CB&I	CANADA	12/02/2004	1239426	11/25/2005	TMA653510	REGISTERED
CB&I	CHINA	11/04/2004	IR844912	11/04/2004	IR844912	REGISTERED
CB&I	GEORGIA	11/04/2004	IR844912	11/04/2004	IR844912	REGISTERED
CB&I	INDIA	11/24/2004	461051	11/10/2005	1321913	REGISTERED
CB&I	IRAQ	01/19/2005	47289	09/13/2012	47289	REGISTERED
CB&I	JAPAN	11/04/2004	IR844912	11/04/2004	IR844912	REGISTERED
CB&I	KAZAKHSTAN	11/10/2004	29451	07/07/2006	20677	REGISTERED
CB&I	MEXICO	12/16/2004	0693523	02/28/2006	922643	REGISTERED
CB&I	NIGERIA	01/10/2005	TP9616505	08/07/2007	71060	REGISTERED
CB&I	PERU	11/12/2004	2249252004	06/22/2005	38502	REGISTERED
CB&I	QATAR	12/19/2004	34524	04/07/2008	34524	REGISTERED
CB&I	RUSSIAN FEDERATION	11/04/2004	IR844912	11/04/2004	IR844912	REGISTERED
CB&I	SAUDI ARABIA	01/30/2005	94593	05/31/2006	142507560	REGISTERED
CB&I	SOUTH AFRICA	11/10/2004	200420420	04/23/2010	200420420	REGISTERED
CB&I	TURKMENISTAN	11/04/2004	IR844912	11/04/2004	IR844912	REGISTERED
CB&I	UNITED ARAB EMIRATES	03/27/2005	68160	01/18/2007	78924	REGISTERED
CB&I	UNITED KINGDOM	11/04/2004	IR844912	11/04/2004	IR844912	REGISTERED
CB&I	UNITED STATES	01/08/2002	76/356,183	01/02/2007	3,190,387	REGISTERED
CB&I	VENEZUELA	11/17/2004	196302004	05/03/2006	S030851	REGISTERED
CB&I	WIPO	11/04/2004	IR844912	11/04/2004	IR844912	REGISTERED
CB&I and Design	UNITED KINGDOM	11/13/2004	2377989	05/06/2005	2377989	REGISTERED
CB&I and Design	UNITED STATES	10/29/2003	76/555,173	11/28/2006	3,175,792	REGISTERED
CB&I and Design (Color Blue)	ALGERIA	11/22/2004	041812	11/22/2004	069137	REGISTERED
CB&I and Design (Color Blue)	ANGOLA	12/02/2004	13007	12/02/2004	13007	REGISTERED
CB&I and Design (Color Blue)	ARGENTINA	12/10/2004	3645564	11/22/2007	2954825	REGISTERED
CB&I and Design (Color Blue)	AUSTRALIA	11/23/2004	IR873940	11/23/2004	IR873940	REGISTERED
CB&I and Design (Color Blue)	AZERBAIJAN	11/24/2004	20040948	11/28/2005	20050844	REGISTERED
CB&I and Design (Color Blue)	BENELUX	11/23/2004	IR873940	11/23/2004	IR873940	REGISTERED
CB&I and Design (Color Blue)	BOLIVIA	11/12/2004	SM366604	01/24/2006	99493A	REGISTERED
CB&I and Design (Color Blue)	BRAZIL	11/11/2004	827059272	09/25/2007	827059272	REGISTERED
CB&I and Design (Color Blue)	CANADA	12/02/2004	1239425	01/30/2006	TMA657530	REGISTERED
CB&I and Design (Color Blue)	CHINA	11/23/2004	IR873940	11/23/2004	IR873940	REGISTERED
CB&I and Design (Color Blue)	GEORGIA	11/23/2004	IR873940	11/23/2004	IR873940	REGISTERED
CB&I and Design (Color Blue)	INDIA	12/10/2004	1325060	03/31/2009	1325060	REGISTERED
CB&I and Design (Color Blue)	IRAQ	11/23/2004	46913	09/06/2012	46913	REGISTERED
CB&I and Design (Color Blue)	JAPAN	11/23/2004	IR873940	11/23/2004	IR873940	REGISTERED
CB&I and Design (Color Blue)	KAZAKHSTAN	11/10/2004	29452	07/07/2006	20678	REGISTERED
CB&I and Design (Color Blue)	MEXICO	12/16/2004	0693524	02/28/2006	922644	REGISTERED
CB&I and Design (Color Blue)	NIGERIA	01/10/2005	TP9616605			PUBLISHED
CB&I and Design (Color Blue)	PERU	11/12/2004	2249242004	06/22/2005	38612	REGISTERED
CB&I and Design (Color Blue)	QATAR	12/19/2004	34525	04/07/2008	34525	REGISTERED
CB&I and Design (Color Blue)	RUSSIAN FEDERATION	11/23/2004	IR873940	11/23/2004	IR873940	REGISTERED

Mark	Country	Filing Date	Application No	Registration Date	Registration No	Status
CB&I and Design (Color Blue)	SAUDI ARABIA	01/30/2005	94594	06/01/2006	84431	REGISTERED
CB&I and Design (Color Blue)	SOUTH AFRICA	11/10/2004	200420419	03/04/2010	200420419	REGISTERED
CB&I and Design (Color Blue)	TURKMENISTAN	11/23/2004	IR873940	11/23/2004	IR873940	REGISTERED
CB&I and Design (Color Blue)	UKRAINE	11/23/2004	IR873940	11/23/2004	IR873940	REGISTERED
CB&I and Design (Color Blue)	UNITED ARAB EMIRATES	03/27/2005	68161	01/18/2007	78923	REGISTERED
CB&I and Design (Color Blue)	UNITED STATES	10/29/2003	76/555,172	12/27/2005	3,033,460	REGISTERED
CB&I and Design (Color Blue)	VENEZUELA	11/17/2004	196312004	09/04/2006	S032645	REGISTERED
CB&I and Design (Color Blue)	WIPO	11/23/2004	IR873940	11/23/2004	IR873940	REGISTERED
CB&I PROCESS & TECHNOLOGY Logos	UNITED KINGDOM	11/13/2004	2377990	05/06/2005	2377990	REGISTERED
CBI	ARGENTINA	11/08/1972	2813361	03/04/1975	2275679	REGISTERED
CBI	UNITED STATES	05/02/2006	78/874,099	03/25/2008	3,401,859	REGISTERED
CBI IN HEMISPHEROID Design	BENELUX	09/27/1972	0593622	03/01/1973	0314213	REGISTERED
CBI IN HEMISPHEROID Design	BRAZIL	12/04/1972	2207272	12/25/1975	006200400	REGISTERED
CBI IN HEMISPHEROID Design	CANADA	12/04/1972	0359319	11/15/1974	TMA203088	REGISTERED
CBI IN HEMISPHEROID Design	ITALY	09/29/1972	41020C72	12/12/1974	1494188	REGISTERED
CBI IN HEMISPHEROID Design	JAPAN	10/24/1972	S47147153	12/20/1984	1736275	REGISTERED
CBI IN HEMISPHEROID Design	SAUDI ARABIA	11/12/1994	27204	09/04/1995	141501431	REGISTERED
CBI IN HEMISPHEROID Design	SOUTH AFRICA	09/20/1972	197204807	02/08/1974	197204807	REGISTERED
CBI IN HEMISPHEROID Design	UNITED STATES	06/15/1994	74/537,982	08/22/1995	1,913,781	REGISTERED
CLARICONE	UNITED STATES	01/11/2005	78/545,297	09/26/2006	3,147,633	REGISTERED
COMMITTED TO QUALITY LOGO	European Union Trademark	08/05/1996	326892	12/07/1998	326892	REGISTERED
ETLP	United States	02/04/2004	78/362,519	02/08/2005	2,925,309	REGISTERED
GEMINIXD	AUSTRALIA	07/30/2018	IR1424538			PENDING
GEMINIXD	BRAZIL	07/25/2018	915096269	05/28/2019	915096269	REGISTERED
GEMINIXD	BRAZIL	07/25/2018	915096226	05/28/2019	915096226	REGISTERED
GEMINIXD	CANADA	07/31/2018	1912487			PENDING
GEMINIXD	CHINA	07/30/2018	IR1424538			PENDING
GEMINIXD	EGYPT	07/30/2018	IR1424538	09/27/2019	IR1424538	REGISTERED
GEMINIXD	EUROPEAN UNION	07/30/2018	IR1424538	07/30/2018	IR1424538	REGISTERED
GEMINIXD	INDIA	07/30/2018	IR1424538	07/30/2018	IR1424538	REGISTERED
GEMINIXD	INDONESIA	07/30/2018	IR1424538			PENDING
GEMINIXD	ISRAEL	07/30/2018	IR1424538	07/30/2018	IR1424538	REGISTERED
GEMINIXD	JAPAN	07/30/2018	IR1424538	01/09/2020	IR1424538	REGISTERED
GEMINIXD	MALAYSIA	07/31/2018	2018064980			PENDING
GEMINIXD	MALAYSIA	07/31/2018	2018064978			PENDING
GEMINIXD	MEXICO	07/30/2018	IR1424538	07/01/2019	IR1424538	REGISTERED
GEMINIXD	MYANMAR	08/21/2018	493272018	08/31/2018	493272018	REGISTERED
GEMINIXD	MYANMAR					MAILED
GEMINIXD	NIGERIA	07/31/2018	FTMO2018133703			PENDING
GEMINIXD	NIGERIA	07/31/2018	FTMO2018133704			PENDING
GEMINIXD	NORWAY	07/30/2018	IR1424538	07/30/2018	IR1424538	REGISTERED
GEMINIXD	PANAMA	07/31/2018	26766601	02/21/2019	26766601	REGISTERED
GEMINIXD	PANAMA	07/31/2018	26766901			PUBLISHED
GEMINIXD	QATAR	07/29/2018	124560	12/29/2019	124560	REGISTERED
GEMINIXD	QATAR	07/29/2018	124561	12/16/2019	124561	REGISTERED

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GEMINIXD	RUSSIAN FEDERATION	07/30/2018	IR1424538	11/28/2019	IR1424538	REGISTERED
GEMINIXD	SAUDI ARABIA	08/12/2018	154782	11/04/2018	1439026779	REGISTERED
GEMINIXD	SAUDI ARABIA	08/12/2018	154785	11/04/2018	1439026782	REGISTERED
GEMINIXD	SINGAPORE	07/30/2018	IR1424538	07/30/2018	IR1424538	REGISTERED
GEMINIXD	SOUTH KOREA	07/30/2018	IR1424538	07/30/2018	IR1424538	REGISTERED
GEMINIXD	TAIWAN	07/31/2018	107049253	02/01/2019	01969424	REGISTERED
GEMINIXD	THAILAND	07/30/2018	IR1424538			PENDING
GEMINIXD	TRINIDAD AND TOBAGO	07/31/2018	54325			PUBLISHED
GEMINIXD	UNITED ARAB EMIRATES	07/31/2018	296246	01/24/2019	296246	REGISTERED
GEMINIXD	UNITED ARAB EMIRATES	07/31/2018	296247	01/24/2019	296247	REGISTERED
GEMINIXD	UNITED KINGDOM	07/30/2018	IR1424538	07/30/2018	IR1424538	REGISTERED
GEMINIXD	UNITED STATES	01/31/2018	87/778,488			ALLOWED
GEMINIXD	WIPO	07/30/2018	IR1424538	07/30/2018	IR1424538	REGISTERED
GEMINIXD (Stylized)	UNITED STATES	02/02/2018	87/781,672			ALLOWED
HORTONSPHERE	UNITED STATES	06/05/1924	71/198,114	11/04/1924	191,132	REGISTERED
HORTONSPHEROID	UNITED STATES	09/19/1947	71/534,999	04/19/1949	508,736	REGISTERED
HYDROPIILLAR	UNITED STATES	01/11/2005	78/545,303	07/18/2006	3,118,316	REGISTERED
J. RAY McDERMOTT M & DEVICE	China P.R.	02/21/2008	6560629	03/28/2010	6560629	REGISTERED
J. RAY McDERMOTT M & DEVICE	China P.R.	02/21/2008	6560630	03/28/2010	6560630	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Australia	03/15/1995	655759	03/15/1995	655759	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Australia	03/15/1995	655760	03/15/1995	655760	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Australia	03/15/1995	655761	03/15/1995	655761	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Australia	03/15/1995	655762	03/15/1995	655762	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Australia	03/15/1995	655763	03/15/1995	655763	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Caribbean Netherlands	03/29/1995	18535	05/02/1995	07812	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Benelux	03/14/1995	0844276	03/14/1995	582801	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	European Union Trademark	08/05/1996	326959	10/06/1998	326959	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	France	04/04/1995	95565974	04/04/1995	95565974	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Great Britain	03/08/1995	2013513	03/08/1995	2013513	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Indonesia	05/03/1995	J957559	10/03/1996	IDM000017139	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Indonesia	05/03/1995	J957558	04/16/1996	358007	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Indonesia	05/03/1995	J957557	09/19/1996	368216	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Indonesia	05/03/1995	J957556	09/10/1996	367339	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Indonesia	05/03/1995	J957555	09/27/1996	369213	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Malaysia	05/06/1997	97005975	04/13/2002	97005975	REGISTERED

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J. RAY McDERMOTT M. BULLSEYE LOGO	Malaysia	05/06/1997	97005976	05/20/2003	97005976	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Malaysia	05/06/1997	97005977	07/12/2004	97005977	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Malaysia	12/01/1997	97/20544			REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Malaysia	12/01/1997	97020335	10/17/2002	97020335	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Malaysia	12/01/1997	97020530	09/23/2002	97020530	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Malaysia	12/01/1997	97020334	11/30/2001	97020334	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Malaysia	12/01/1997	97020340	05/23/2002	97020340	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Panama	07/01/1997	88523	07/01/1997	88523-01	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Panama	07/01/1997	88525	07/01/1997	88525-01	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Panama	07/01/1997	88526	07/01/1997	88526-01	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Panama	07/01/1997	88522	07/01/1997	88522-01	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Panama	07/01/1997	88524	07/01/1997	88524-01	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Singapore	09/27/1995	T9509226C	09/03/2002	T9509226C	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Singapore	09/27/1995	T9509224G	07/21/1999	T9509224G	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Singapore	09/27/1995	9509223	08/13/1999	T9509223I	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Singapore	09/27/1995	T9509225E	04/20/2001	T9509225E	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	Singapore	09/27/1995	T9509227A	03/24/2004	T9509227A	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	United Arab Emirates	04/26/1995	10381	07/15/1996	5763	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	United Arab Emirates	04/26/1995	10382	07/15/1996	5762	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	United Arab Emirates	04/26/1995	10383	07/15/1996	5761	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	United Arab Emirates	04/26/1995	10384	07/15/1996	5760	REGISTERED
J. RAY McDERMOTT M. BULLSEYE LOGO	United Arab Emirates	04/26/1995	10385	07/15/1996	5759	REGISTERED
M & Design with blue background	UNITED STATES	05/07/2018	87/909,680			ALLOWED
M & Design with white background	AUSTRALIA	11/06/2018	IR1470687	12/23/2019	IR1470687	REGISTERED
M & Design with white background	EUROPEAN UNION	11/06/2018	IR1470687	11/12/2019	IR1470687	REGISTERED
M & Design with white background	GEORGIA	11/06/2018	IR1470687			PENDING
M & Design with white background	INDIA	11/06/2018	IR1470687	11/21/2019	IR1470687	REGISTERED

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M & Design with white background	INDONESIA	11/06/2018	IR1470687	04/15/2020	IR1470687	REGISTERED
M & Design with white background	MALAYSIA	11/07/2018	2018073589			PENDING
M & Design with white background	MALAYSIA	11/07/2018	2018073588			PENDING
M & Design with white background	MALAYSIA	11/07/2018	2018073586			PENDING
M & Design with white background	MALAYSIA	11/07/2018	2018073580			PENDING
M & Design with white background	MALAYSIA	11/07/2018	2018073585			PENDING
M & Design with white background	MALAYSIA	11/07/2018	2018073584			PENDING
M & Design with white background	NIGERIA	11/07/2018	FTMO2018138998			PUBLISHED
M & Design with white background	NIGERIA	11/07/2018	FTMO2018138999			PUBLISHED
M & Design with white background	QATAR	11/07/2018	127109			PUBLISHED
M & Design with white background	QATAR	11/07/2018	127111			PUBLISHED
M & Design with white background	QATAR	11/07/2018	127112			PUBLISHED
M & Design with white background	QATAR	11/07/2018	127113			PUBLISHED
M & Design with white background	RUSSIAN FEDERATION	11/06/2018	IR1470687			PENDING
M & Design with white background	THAILAND	11/06/2018	IR1470687			PENDING
M & Design with white background	TURKMENISTAN	11/06/2018	IR1470687			PENDING
M & Design with white background	UNITED STATES	05/07/2018	87/909,683			ALLOWED
M & Design with white background	WIPO	11/06/2018	IR1470687	11/06/2018	IR1470687	REGISTERED
M (BULLSEYE LOGO)	Brazil	01/12/1981	653/81	11/06/1984	810006537	REGISTERED
M (BULLSEYE LOGO)	European Union Trademark	04/03/1996	197699	09/25/1998	197699	REGISTERED
M (BULLSEYE LOGO)	Nigeria	09/05/1980	37776			REGISTERED
M (BULLSEYE LOGO)	Nigeria	09/05/1980	37779	09/05/1980	37779	REGISTERED
M (BULLSEYE LOGO)	Nigeria	09/05/1980	37764/80/3	09/05/1980	37764	REGISTERED
M (BULLSEYE LOGO)	Norway	10/06/1980	802768	06/19/1982	111205	REGISTERED
M and Design	AZERBAIJAN	11/06/2018	IR1446818	11/06/2018	IR1446818	REGISTERED
M and Design	BRAZIL	11/07/2018	916221032	07/23/2019	916221032	REGISTERED
M and Design	BRAZIL	11/07/2018	916221083	07/23/2019	916221083	REGISTERED
M and Design	BRAZIL	11/07/2018	916221040	07/23/2019	916221040	REGISTERED
M and Design	CANADA	11/07/2018	1929281			PENDING
M and Design	CHINA	11/06/2018	IR1446818			PENDING
M and Design	EGYPT	11/06/2018	IR1446818	11/06/2018	IR1446818	REGISTERED
M and Design	EUROPEAN UNION	11/06/2018	IR1446818	11/06/2018	IR1446818	REGISTERED
M and Design	JAPAN	11/06/2018	IR1446818			PENDING
M and Design	KAZAKHSTAN	11/06/2018	IR1446818	11/11/2019	IR1446818	REGISTERED
M and Design	MEXICO	11/06/2018	IR1446818	01/28/2020	IR1446818	REGISTERED
M and Design	NORWAY	11/06/2018	IR1446818	11/06/2018	IR1446818	REGISTERED
M and Design	PANAMA	11/07/2018	26988901			PENDING
M and Design	SAUDI ARABIA	11/07/2018	163069	01/22/2019	1440005529	REGISTERED
M and Design	SAUDI ARABIA	11/07/2018	163071	01/22/2019	1440005531	REGISTERED
M and Design	SAUDI ARABIA	11/07/2018	163073	01/22/2019	1440005533	REGISTERED
M and Design	SAUDI ARABIA	11/07/2018	163075	01/22/2019	1440005535	REGISTERED
M and Design	SAUDI ARABIA	11/07/2018	163076	01/22/2019	1440005536	REGISTERED
M and Design	SINGAPORE	11/06/2018	IR1446818	11/06/2018	IR1446818	REGISTERED
M and Design	UKRAINE	11/06/2018	IR1446818	11/06/2018	IR1446818	REGISTERED
M and Design	UNITED ARAB EMIRATES	11/07/2018	301204	02/27/2019	301204	REGISTERED
M and Design	UNITED ARAB EMIRATES	11/07/2018	301205	02/27/2019	301205	REGISTERED
M and Design	UNITED ARAB EMIRATES	11/07/2018	301206	02/27/2019	301206	REGISTERED

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M and Design	UNITED ARAB EMIRATES	11/07/2018	301207	02/27/2019	301207	REGISTERED
M and Design	UNITED ARAB EMIRATES	11/07/2018	301208	02/27/2019	301208	REGISTERED
M and Design	UNITED ARAB EMIRATES	11/07/2018	301209	02/27/2019	301209	REGISTERED
M and Design	UNITED KINGDOM	11/06/2018	IR1446818	11/06/2018	IR1446818	REGISTERED
M and Design	UNITED STATES	05/07/2018	87/909,678			ALLOWED
M and Design	WIPO	11/06/2018	IR1446818	11/06/2018	IR1446818	REGISTERED
MCDERMOTT	Nigeria	09/05/1980	37774	09/05/1980	37774	REGISTERED
MCDERMOTT	Nigeria	09/05/1980	37778	09/05/1980	37778	REGISTERED
MCDERMOTT	Nigeria	09/08/1980	37773	03/20/1986	37773	REGISTERED
MCDERMOTT & Design (Grayscale)	AUSTRALIA	11/06/2018	IR1467812			PENDING
MCDERMOTT & Design (Grayscale)	AZERBAIJAN	11/06/2018	IR1467812	11/06/2018	IR1467812	REGISTERED
MCDERMOTT & Design (Grayscale)	BRAZIL	11/07/2018	916221008	07/23/2019	916221008	REGISTERED
MCDERMOTT & Design (Grayscale)	BRAZIL	11/07/2018	916221091	07/23/2019	916221091	REGISTERED
MCDERMOTT & Design (Grayscale)	BRAZIL	11/07/2018	916221105	07/23/2019	916221105	REGISTERED
MCDERMOTT & Design (Grayscale)	CANADA	11/07/2018	1929280			PENDING
MCDERMOTT & Design (Grayscale)	CHINA	11/06/2018	IR1467812			PENDING
MCDERMOTT & Design (Grayscale)	EGYPT	11/06/2018	IR1467812	11/06/2018	IR1467812	REGISTERED
MCDERMOTT & Design (Grayscale)	EUROPEAN UNION	11/06/2018	IR1467812	10/25/2019	IR1467812	REGISTERED
MCDERMOTT & Design (Grayscale)	GEORGIA	11/06/2018	IR1467812			PENDING
MCDERMOTT & Design (Grayscale)	INDIA	11/06/2018	IR1467812	11/19/2019	IR1467812	REGISTERED
MCDERMOTT & Design (Grayscale)	INDONESIA	11/06/2018	IR1467812			PENDING
MCDERMOTT & Design (Grayscale)	JAPAN	11/06/2018	IR1467812			PENDING
MCDERMOTT & Design (Grayscale)	KAZAKHSTAN	11/06/2018	IR1467812	04/23/2020	IR1467812	REGISTERED
MCDERMOTT & Design (Grayscale)	MALAYSIA	11/07/2018	2018073603			PENDING
MCDERMOTT & Design (Grayscale)	MALAYSIA	11/07/2018	2018073601			PENDING
MCDERMOTT & Design (Grayscale)	MALAYSIA	11/07/2018	2018073598			PENDING
MCDERMOTT & Design (Grayscale)	MALAYSIA	11/07/2018	2018073592			PENDING
MCDERMOTT & Design (Grayscale)	MALAYSIA	11/07/2018	2018073596			PENDING
MCDERMOTT & Design (Grayscale)	MALAYSIA	11/07/2018	2018073590			PENDING
MCDERMOTT & Design (Grayscale)	MEXICO	11/06/2018	IR1467812	01/31/2020	IR1467812	REGISTERED
MCDERMOTT & Design (Grayscale)	NIGERIA	11/07/2018	FTMO2018138996			PUBLISHED
MCDERMOTT & Design (Grayscale)	NIGERIA	11/07/2018	FTMO2018138997			PUBLISHED
MCDERMOTT & Design (Grayscale)	NORWAY	11/06/2018	IR1467812	05/08/2020	IR1467812	REGISTERED
MCDERMOTT & Design (Grayscale)	PANAMA	11/07/2018	26988701			PENDING
MCDERMOTT & Design (Grayscale)	QATAR	11/07/2018	127104			PUBLISHED
MCDERMOTT & Design (Grayscale)	QATAR	11/07/2018	127105			PUBLISHED
MCDERMOTT & Design (Grayscale)	QATAR	11/07/2018	127106	02/27/2020	127106	REGISTERED
MCDERMOTT & Design (Grayscale)	QATAR	11/07/2018	127108			PUBLISHED
MCDERMOTT & Design (Grayscale)	RUSSIAN FEDERATION	11/06/2018	IR1467812			PENDING
MCDERMOTT & Design (Grayscale)	SAUDI ARABIA	11/07/2018	163054	01/22/2019	1440005514	REGISTERED
MCDERMOTT & Design (Grayscale)	SAUDI ARABIA	11/07/2018	163062	01/22/2019	1440005522	REGISTERED

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MCDERMOTT & Design (Grayscale)	SAUDI ARABIA	11/07/2018	163063	01/22/2019	1440005523	REGISTERED
MCDERMOTT & Design (Grayscale)	SAUDI ARABIA	11/07/2018	163064	01/22/2019	1440005524	REGISTERED
MCDERMOTT & Design (Grayscale)	SAUDI ARABIA	11/07/2018	163066	01/22/2019	1440005526	REGISTERED
MCDERMOTT & Design (Grayscale)	SINGAPORE	11/06/2018	IR1467812	12/27/2019	IR1467812	REGISTERED
MCDERMOTT & Design (Grayscale)	THAILAND	11/06/2018	IR1467812			PENDING
MCDERMOTT & Design (Grayscale)	TURKMENISTAN	11/06/2018	IR1467812			PENDING
MCDERMOTT & Design (Grayscale)	UKRAINE	11/06/2018	IR1467812			PENDING
MCDERMOTT & Design (Grayscale)	UNITED ARAB EMIRATES	11/07/2018	301198	02/27/2019	301198	REGISTERED
MCDERMOTT & Design (Grayscale)	UNITED ARAB EMIRATES	11/07/2018	301199	02/27/2019	301199	REGISTERED
MCDERMOTT & Design (Grayscale)	UNITED ARAB EMIRATES	11/07/2018	301200	02/27/2019	301200	REGISTERED
MCDERMOTT & Design (Grayscale)	UNITED ARAB EMIRATES	11/07/2018	301201	02/27/2019	301201	REGISTERED
MCDERMOTT & Design (Grayscale)	UNITED ARAB EMIRATES	11/07/2018	301202	02/27/2019	301202	REGISTERED
MCDERMOTT & Design (Grayscale)	UNITED ARAB EMIRATES	11/07/2018	301203	02/27/2019	301203	REGISTERED
MCDERMOTT & Design (Grayscale)	UNITED KINGDOM	11/06/2018	IR1467812	10/15/2019	IR1467812	REGISTERED
MCDERMOTT & Design (Grayscale)	UNITED STATES	05/07/2018	87/909,674			ALLOWED
MCDERMOTT & Design (Grayscale)	WIPO	11/06/2018	IR1467812	11/06/2018	IR1467812	REGISTERED
MCDERMOTT (WORD MARK)	United Arab Emirates	09/19/1994	7824	09/19/1994	7142	REGISTERED
MCDERMOTT (WORD MARK)	United Arab Emirates	09/19/1994	7825	09/19/1994	7143	REGISTERED
MCDERMOTT (WORD MARK)	Armenia	02/12/1996	1287	02/12/1996	1824	REGISTERED
MCDERMOTT (WORD MARK)	Azerbaijan	04/07/1989	799-NPT	03/17/1994	960648	REGISTERED
MCDERMOTT (WORD MARK)	Benelux	02/03/1984	663474	02/03/1984	397201	REGISTERED
MCDERMOTT (WORD MARK)	Brazil	07/15/1980	18934/80	12/21/1982	800189345	REGISTERED
MCDERMOTT (WORD MARK)	Canada	10/16/1984	530033	04/28/1989	TMA355165	REGISTERED
MCDERMOTT (WORD MARK)	China P.R.	08/30/1989	8900568	12/10/1989	505540	REGISTERED
MCDERMOTT (WORD MARK)	China P.R.	08/30/1989	8900569	12/10/1989	505495	REGISTERED
MCDERMOTT (WORD MARK)	China P.R.	09/10/1989	8900572	12/10/1989	506670	REGISTERED
MCDERMOTT (WORD MARK)	European Union Trademark	04/01/1996	197608	10/01/1998	197608	REGISTERED
MCDERMOTT (WORD MARK)	Denmark	06/21/1984	3431/1984	11/15/1985	3907/1985	REGISTERED
MCDERMOTT (WORD MARK)	Estonia	01/13/1993	9300145	04/07/1989	06826	REGISTERED
MCDERMOTT (WORD MARK)	Egypt	12/28/1981	59990	12/28/1981	59990	REGISTERED
MCDERMOTT (WORD MARK)	Egypt	12/28/1981	59991	12/28/1981	59991	REGISTERED
MCDERMOTT (WORD MARK)	Indonesia	11/25/2002	ROO-2002-02406-02407	05/27/2004	IDM0000007992	REGISTERED
MCDERMOTT (WORD MARK)	Indonesia	11/25/2002	ROO-2002-02405-02406	05/27/2004	IDM0000007991	REGISTERED
MCDERMOTT (WORD MARK)	Indonesia	11/25/2002	ROO-2002-02407-02408	05/27/2004	IDM0000007993	REGISTERED
MCDERMOTT (WORD MARK)	Kazakhstan	10/21/1993	3564	10/21/1993	2084	REGISTERED
MCDERMOTT (WORD MARK)	Lithuania	12/14/1992	RL827	02/08/1993	6316	REGISTERED
MCDERMOTT (WORD MARK)	Latvia	12/08/1992	M-92-2597	12/08/1992	M-10756	REGISTERED
MCDERMOTT (WORD MARK)	Moldova	04/06/1994	1334	01/16/1995	1014	REGISTERED

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MCDERMOTT (WORD MARK)	Malaysia	05/06/1997	97/05972	07/10/2002	97005972	REGISTERED
MCDERMOTT (WORD MARK)	Malaysia	05/06/1997	97/05973	06/23/2003	97005973	REGISTERED
MCDERMOTT (WORD MARK)	Malaysia	05/06/1997	97/05974	07/12/2004	97005974	REGISTERED
MCDERMOTT (WORD MARK)	Malaysia	12/01/1997	97/20337	02/04/2002	9720337	REGISTERED
MCDERMOTT (WORD MARK)	Malaysia	12/01/1997	97/20527	09/07/2001	97/20527	REGISTERED
MCDERMOTT (WORD MARK)	Malaysia	12/01/1997	97/20531	12/01/1997	97/20531	REGISTERED
MCDERMOTT (WORD MARK)	Malaysia	12/01/1997	97/20542	03/04/2002	97/20542	REGISTERED
MCDERMOTT (WORD MARK)	Malaysia	12/01/1997	97/20342	05/22/2002	97/20342	REGISTERED
MCDERMOTT (WORD MARK)	Norway	08/26/1980	802374	04/21/1983	113654	REGISTERED
MCDERMOTT (WORD MARK)	Qatar	01/08/1987	5744	04/30/1991	5744	REGISTERED
MCDERMOTT (WORD MARK)	Qatar	08/12/1981	2020	03/01/1988	2020	REGISTERED
MCDERMOTT (WORD MARK)	Qatar	01/08/1987	5745	04/30/1987	5745	REGISTERED
MCDERMOTT (WORD MARK)	Russian Federation	04/07/1989	112526	04/07/1989	87378	REGISTERED
MCDERMOTT (WORD MARK)	Turkmenistan	02/22/1995	1/407	07/20/1998	2112	REGISTERED
MCDERMOTT (WORD MARK)	Ukraine	04/07/1989	5206	05/31/1994	5206	REGISTERED
MCDERMOTT (WORD MARK)	United States	08/05/1965	72/225,045	11/08/1966	818,429	REGISTERED
MCDERMOTT (WORD MARK)	United States	08/05/1965	72/225,047	03/07/1967	825,477	REGISTERED
MCDERMOTT (WORD MARK)	United States	08/05/1965	72/225,048	11/08/1966	818,437	REGISTERED
MCDERMOTT (WORD MARK)	United States	08/05/1965	72/225,046	10/11/1966	816,760	REGISTERED
MCDERMOTT (WORD MARK)	Uzbekistan	04/07/1989	4018	01/03/1995	2704	REGISTERED
MCDERMOTT INTERNATIONAL (WORD MARK)	Qatar	02/07/1987	5776	04/30/1991	5776	REGISTERED
MCDERMOTT INTERNATIONAL (WORD MARK)	Qatar	02/07/1987	5777	04/30/1991	5777	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Azerbaijan	04/07/1989	806-NPT	03/17/1994	970118	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Abu-Dhabi	03/20/1984	UNKNOWN			REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Armenia	02/12/1996	1286	02/12/1996	1823	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Brazil	04/09/1986	812502671	11/01/1988	812502671	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	China P.R.	08/30/1989	8900562	11/30/1989	505539	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	China P.R.	08/30/1989	8900563	11/30/1989	505497	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	China P.R.	09/10/1989	8900566	12/10/1989	506666	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	European Union Trademark	04/01/1996	197632	08/28/1998	197632	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Estonia	01/13/1993	9300146	04/07/1989	7928	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Indonesia	03/09/1994	4206	05/09/1995	IDM000055966	REGISTERED

Mark	Country	Filing Date	Application No	Registration Date	Registration No	Status
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Indonesia	03/09/1994	4207	05/09/1996	IDM000053783	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Indonesia	03/09/1994	4209	05/19/1996	IDM000053782	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Kazakhstan	10/21/1993	3563	10/21/1993	2083	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Lithuania	12/14/1992	RL828	02/08/1993	6317	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Latvia	12/08/1992	M-92-2598	12/08/1992	M-10757	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Moldova	04/06/1994	1335	02/06/1996	1194	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Nigeria	03/25/1987	48524	08/24/1989	48524	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	United Arab Emirates	09/20/1994	7844	09/20/1994	8379	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	United Arab Emirates	09/20/1994	7845	09/20/1994	8380	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Spain	02/14/1984	1060379	11/25/1991	1060379	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Spain	02/14/1984	1060380	11/25/1991	1060380	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Spain	02/14/1984	1060381	11/25/1991	1060381	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Spain	02/14/1984	1060378	11/25/1991	1060378	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Panama	11/05/1984	37107	10/18/1985	37107	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Panama	11/05/1984	37103	09/25/1985	37103	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Panama	11/05/1984	37104	10/18/1985	37104	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Panama	11/05/1984	37108	10/18/1985	37108	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Qatar	02/07/1987	5778	04/30/1991	5778	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Qatar	04/02/1984	4142	10/11/1990	4142	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Qatar	04/02/1984	4143	10/11/1990	4143	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Qatar	02/07/1987	5779	04/30/1991	5779	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Russian Federation	04/07/1989	112523	06/05/1996	88415	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Turkmenistan	02/22/1995	1/406	07/20/1998	2111	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Ukraine	04/07/1989	5205	05/31/1994	5205	REGISTERED
MCDERMOTT INTERNATIONAL, INC. (WORD MARK)	Uzbekistan	04/07/1989	4019	01/03/1995	2705	REGISTERED
MCDERMOTT M BULLSEYE LOGO	United Arab Emirates	09/20/1994	7846	09/20/1994	8381	REGISTERED

Mark	Country	Filing Date	Application No	Registration Date	Registration No	Status
MCDERMOTT M BULLSEYE LOGO	United Arab Emirates	09/21/1994	7863	09/21/1994	8382	REGISTERED
MCDERMOTT M BULLSEYE LOGO	Brazil	12/01/1981	654/81	01/18/1983	810006545	REGISTERED
MCDERMOTT M BULLSEYE LOGO	European Union Trademark	04/01/1996	197798	04/18/1998	197798	REGISTERED
MCDERMOTT M BULLSEYE LOGO	Malaysia	12/01/1997	97020338	02/04/2002	97020338	REGISTERED
MCDERMOTT M BULLSEYE LOGO	Malaysia	12/01/1997	97/20543	09/04/2001	97/20543	REGISTERED
MCDERMOTT M BULLSEYE LOGO	Malaysia	12/01/1997	97/20532	06/09/2002	97/20532	REGISTERED
MCDERMOTT M BULLSEYE LOGO	Malaysia	12/01/1997	97/20339	07/31/2002	97/20339	REGISTERED
MCDERMOTT M BULLSEYE LOGO	Malaysia	12/01/1997	97/20525	12/01/1997	97/20525	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	Australia	01/14/1981	355403	09/21/1994	355403	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	Canada	10/16/1984	530034	03/27/1987	325139	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	European Union Trademark	04/01/1996	197442	10/05/1998	197442	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	Egypt	12/28/1981	59992	12/28/1981	59992	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	Egypt	12/28/1981	59993	12/28/1981	59993	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	Indonesia	11/25/2002	ROO-2002-02404-02405	05/27/2004	IDM000007990	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	Indonesia	11/25/2002	ROO-2002-02402-02403	05/27/2004	IDM000007988	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	Indonesia	11/25/2002	ROO-2002-02403-02404	05/27/2004	IDM000007989	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	Nigeria	09/05/1980	37761/80/4	03/03/1986	37761	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	Nigeria	09/05/1980	37777/80/4	09/05/1980	37777	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	Nigeria	09/08/1980	37763/80/3	02/08/1989	37763	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	Norway	06/06/1980	802767	08/06/1982	111650	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	Qatar	01/08/1987	5746	04/30/1991	5746	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	Qatar	08/12/1981	2019	03/01/1988	2019	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	Qatar	01/08/1987	5747	04/30/1991	5747	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	United States	06/17/1965	72/221,389	10/25/1966	817,557	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	United States	06/17/1965	72/221,391	09/20/1966	815,634	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	United States	06/17/1965	72/221,392	10/11/1966	816,755	REGISTERED
MCDERMOTT M INC. (BULLSEYE LOGO)	United States	06/17/1965	72/221,393	10/04/1966	816,352	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	United Arab Emirates	09/20/1994	7842	09/20/1994	8377	REGISTERED

Mark	Country	Filing Date	Application No	Registration Date	Registration No	Status
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	United Arab Emirates	09/20/1994	7843	09/20/1994	8378	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Armenia	02/12/1996	1285	06/11/1997	1822	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Australia	07/25/1983	394637	07/25/1990	394637	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Azerbaijan	04/07/1989	1787-HP1	09/29/1995	950681	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Brazil	04/09/1986	812502698	11/23/1993	812502698	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Brazil	04/09/1986	812502701	12/08/1987	812502701	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Benelux	02/03/1984	663475	02/03/1984	397202	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Belarus	10/04/1993	11252	01/12/1994	3062	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	European Union Trademark	04/01/1996	197517	10/05/1998	197517	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Estonia	01/13/1993	9300144	03/07/1995	15072	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Spain	02/14/1984	1060382	11/25/1991	1060382	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Spain	02/14/1984	1060383	11/25/1991	1060383	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Spain	02/14/1984	1060384	11/25/1991	1060384	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Spain	02/14/1984	1060385	11/25/1991	1060385	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Kazakhstan	10/21/1993	3562	02/27/1997	5142	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Lithuania	12/14/1992	ZP2747	08/29/1996	21959	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Latvia	12/08/1992	M-92-2596	12/20/1995	M35213	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Moldova	05/17/1994	1632	08/07/1995	2065	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Panama	11/05/1984	37105	10/03/1985	37105	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Panama	11/05/1984	37106	10/22/1985	37106	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Panama	11/05/1984	37129	11/27/1985	37129	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Panama	11/05/1984	37109	11/27/1985	37109	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Qatar	02/07/1987	5780	04/30/1991	5780	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Qatar	04/02/1984	4144	10/11/1990	4144	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Qatar	04/02/1984	4145	10/11/1990	4145	REGISTERED

Mark	Country	Filing Date	Application No	Registration Date	Registration No	Status
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Qatar	02/07/1987	5781	04/30/1991	5781	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Russian Federation	04/07/1989	112520	04/07/1989	87267	REGISTERED
MCDERMOTT M INTERNATIONAL (BULLSEYE LOGO)	Ukraine	04/07/1989	5204	05/31/1994	5204	REGISTERED
MCDERMOTT M SCOTLAND LTD. (BULLSEYE LOGO)	Norway	11/28/1990	906271	05/27/1992	150750	REGISTERED
MCIPIE	European Union Trademark	03/26/2002	2643195	08/13/2003	2643195	REGISTERED
MW & WAVE SYMBOL	China P.R.	05/04/2010	8265092	04/28/2013	8265092	REGISTERED
MW & WAVE SYMBOL	China P.R.	05/04/2010	8265093	06/28/2013	8265093	REGISTERED
MW & WAVE SYMBOL	China P.R.	05/04/2010	8265094	05/07/2013	8265094	REGISTERED
MW & WAVE SYMBOL	China P.R.	05/04/2010	8265095	05/28/2013	8265095	REGISTERED
MW & WAVE SYMBOL	China P.R.	05/04/2010	8265096	05/07/2013	8265096	REGISTERED
PC WATERSPHEROID	UNITED STATES	06/12/2000	76/068,078	06/11/2002	2,579,920	REGISTERED
STRATA-THERM	AUSTRALIA	07/19/1993	607170	11/11/1994	607170	REGISTERED
STRATA-THERM	BRAZIL	08/26/1993	817439706	05/07/1996	817439706	REGISTERED
STRATA-THERM	CANADA	07/16/1993	0733126	08/30/1996	TMA462174	REGISTERED
STRATA-THERM	UNITED STATES	02/26/1993	74/362,270	11/09/1993	1,803,056	REGISTERED
TAKING THE LEAD WITH QHSES	Great Britain	02/29/2016	3152273	02/29/2016	3152273	REGISTERED
TAKING THE LEAD WITH QHSES	United States	11/05/2015	86/810,599	03/13/2018	5,423,863	REGISTERED
TAKING THE LEAD WITH QHSES	United Arab Emirates	05/08/2016	253234	09/14/2017	253234	REGISTERED
TAKING THE LEAD WITH QHSES	Malaysia	08/05/2016	2016064334	07/14/2017	2016064334	REGISTERED
TAKING THE LEAD WITH QHSES	Saudi Arabia	05/05/2016	1437017403	08/17/2016	1437017403	REGISTERED
TAKING THE LEAD WITH QHSES	Singapore	02/29/2016	40201603781Y			REGISTERED
TAKING THE LEAD WITH QHSES	Singapore	08/08/2016	40201612824X	08/08/2016	40201612824X	REGISTERED
VAPORMASTER	CANADA	05/28/1982	487599	06/15/1984	TMA291883	REGISTERED
VAPORMASTER	FRANCE	04/28/1982	628155	04/28/1992	1202831	REGISTERED
WATERSPHERE	UNITED STATES	04/19/1956	72/006,691	03/19/1957	642,741	REGISTERED
WATERSPHEROID	UNITED STATES	07/26/1976	73/094,630	03/27/1979	1,115,516	REGISTERED
WEATHERMASTER	CANADA	09/23/1965	0292083	05/27/1966	TMA145480	REGISTERED
WEATHERMASTER	UNITED STATES	01/31/1963	72/161,772	12/17/1963	761,523	REGISTERED
SOCOOL	UNITED STATES		75768512	10/8/2002	2632260	REGISTERED
MENTOR SUBSEA	UNITED STATES		75/498,746	10/8/2000	2374265	REGISTERED

SCHEDULE 4.11
TO PLEDGE AND SECURITY AGREEMENT

COMMERCIAL TORT CLAIMS

None.

SCHEDULE 4.12
TO PLEDGE AND SECURITY AGREEMENT

EXCLUDED PLEDGED COLLATERAL

Stock Certificates. The Grantors have been unable to locate the stock certificates listed below, assuming such equity interests are certificated. Upon receipt of any such stock certificates, the Grantors will promptly forward them to the Collateral Agent. Each applicable Grantor will use commercially reasonable efforts to cause such stock certificates to be re-issued (if permitted by relevant law and such issuer's Constituent Documents), issued (if permitted by relevant law and such issuer's Constituent Documents) or to locate such stock certificates, as applicable.

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Interest Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>
OFFSHORE PIPELINES INTERNATIONAL, LTD.	OFFSHORE PIPELINES NIGERIA LIMITED	Corporation	300,000	5,000,000	60%	UNKNOWN
CHICAGO BRIDGE & IRON COMPANY B.V.	ARABIAN CBI CO. LTD.	Limited Liability Company	300	400	75%	UNKNOWN
CHICAGO BRIDGE & IRON COMPANY B.V.	ARABIAN CBI TANK MANUFACTURING CO. LTD.	Corporation	300	400	75%	UNKNOWN
CHICAGO BRIDGE & IRON COMPANY B.V.	CB&I (NIGERIA) LIMITED	Private Limited Company	4,999,999	5,000,000	99.00002%	317009
CB&I EUROPE B.V.			1		.00002%	
CB&I POWER INTERNATIONAL, INC.	CB&I ENGINEERING (THAILAND) LTD.	Limited Company	73497	150,000	48.998%	UNKNOWN
CB&I EUROPE B.V.	CB&I ENGINEERING & CONSTRUCTION CONSULTANT (SHANGHAI) CO., LTD.	Limited Liability Company	140,000	140,000	100%	UNKNOWN
CB&I UK LIMITED	CB&I GLOBAL, LLC	Limited Liability Company	100%	100	100%	3
CB&I OIL & GAS EUROPE B.V.	CB&I INDIA PRIVATE LIMITED	Private Limited Company	47,038,237	47,513,370	99.00001%	1-9
CHICAGO BRIDGE & IRON COMPANY B.V.			475,133		0.99999%	
CB&I OIL & GAS EUROPE B.V.	CB&I KOREA LIMITED	Corporation	50,000	50,000	100%	UNKNOWN
CB&I OIL & GAS EUROPE B.V.	CB&I MAURITIUS	Limited Liability Company	10	10	100%	UNKNOWN
CB&I OIL & GAS EUROPE B.V.	CB&I S.R.O.	Corporation	100,000	100,000	100%	UNKNOWN
CHICAGO BRIDGE & IRON COMPANY B.V.	CB & I FINANCE COMPANY LIMITED	Company Limited by Shares	2	2	100%	UNKNOWN
CHICAGO BRIDGE & IRON COMPANY B.V.	CBI (MALAYSIA) SDN. BHD.	Corporation	1,121,000	1,121,000	100%	UNKNOWN

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Interest Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>
CHICAGO BRIDGE & IRON COMPANY B. V.	CBI (PHILIPPINES) INC.	Corporation	800,000	2,000,000	40%	62, 65, 71, 73, 74, 75, 76 and 78
CHICAGO BRIDGE & IRON COMPANY B. V.	CBI (THAILAND) LIMITED	Limited Company	499,999	1,000,000	49.99%	4-6260, 12501,506,250,1,2
CHICAGO BRIDGE & IRON COMPANY B. V.	CBI ARUBA N. V.	Limited Company	100	100	100%	1
CHICAGO BRIDGE & IRON (ANTILLES) N. V.	CBI BAHAMAS LIMITED	Limited Liability Company	5,000	5,000	100%	3
CHICAGO BRIDGE & IRON COMPANY B. V.	CBI DOMINICANA SRL	Corporation	6899	6900	99.985%	UNKNOWN
CB&I EUROPE B. V.			1		.00014493 %	
CBI US HOLDING COMPANY INC.	CBI HOLDCO TWO INC.	Corporation	60 – Common 580 – Series A 900 – Series B 520 – Series C 550 – Series D	60 – Common 580 – Series A 900 – Series B 520 – Series C 550 – Series D	100% 100%	UNKNOWN
CBI COMPANY LTD.	CBI DE NICARAGUA, S.A.	Corporation	998	1,000	99.8%	UNKNOWN
CHICAGO BRIDGE & IRON COMPANY (IL)			1		.1%	
CHICAGO BRIDGE & IRON COMPANY B. V.	CBI PERUANA SAC	Closely held corporation	4999	5000	99%	UNKNOWN
CHICAGO BRIDGE & IRON (ANTILLES) N. V.			1		<1%	
CHICAGO BRIDGE & IRON COMPANY B. V.	CHICAGO BRIDGE & IRON URUGUAY S.A.	Corporation	262,500	262,500	100%	UNKNOWN
CBI COMPANY LTD.	CONSTRUCTORA C.B.I. LIMITADA	Limited Company	202,950	205,000	99%	UNKNOWN
CHICAGO BRIDGE & IRON COMPANY	CONSTRUCTORA C.B.I. LIMITADA	Limited Company	2,050	205,000	1%	UNKNOWN
ENVIRONMENTAL SOLUTIONS HOLDING LTD.	ENVIRONMENTAL SOLUTIONS (CAYMAN) LTD.	Corporation	100	100	100%	UNKNOWN
SHAW HOME LOUISIANA, LLC	ENVIRONMENTAL SOLUTIONS HOLDING LTD.	Corporation	100	100	100%	1
ENVIRONMENTAL SOLUTIONS (CAYMAN) LTD.	ENVIRONMENTAL SOLUTIONS LTD.	Corporation	100	100	100%	1
ENVIRONMENTAL SOLUTIONS LTD.	ENVIRONMENTAL SOLUTIONS OF EQUADOR S.A.	Private Limited Company	N/A	N/A	99.875%	UNCERTAIN
CB&I NEDERLAND B. V.	LUMMUS ARABIA LTD. CO.	Corporation	33,250	35,000	95%	UNKNOWN

Grantor	Issuer	Type of Organization	# of Interest Owned	Total Shares Outstanding	% of Interest Pledged	Certificate No.
CHICAGO BRIDGE & IRON COMPANY B. V.	LUTECH RESOURCES CANADA LTD.	Corporation	100	100	100%	UNKNOWN
CHICAGO BRIDGE & IRON COMPANY B. V.	LUTECH RESOURCES INDIA PRIVATE LIMITED	Limited Liability Company	28,951	2,897,385	0.999211%	Unknown
CB&I OIL & GAS EUROPE B. V.			2,868,434		99.0007898%	Unknown
CHICAGO BRIDGE & IRON COMPANY B. V.	PT CHICAGO BRIDGE AND IRON	Limited Liability Company	1573	1656	95%	UNKNOWN
CB&I EUROPE B. V.			83		5%	
CB&I HOLDCO INTERNATIONAL, LLC	PT STONE & WEBSTER INDONESIA	Limited Liability Company	30	40	100%	UNKNOWN
CB&I INTERNATIONAL, INC.	SHAW ASIA COMPANY, LIMITED (THAILAND)	Joint Venture	50%	n/a	50%	UNKNOWN
CB&I GROUP INC. (F/K/A THE SHAW GROUP INC.)	SHAW BENECO, INC.	Corporation	1,000	100,000	100%	2
CB&I INTERNATIONAL, INC.	SHAW INTERNATIONAL MANAGEMENT SERVICES TWO, INC.	Corporation	500	1,000	50%	4
CB&I HOLDCO, LLC	SHAW POWER TECHNOLOGIES, INC.	Corporation	1,000	1,000	100%	UNKNOWN
SHAW TRANSMISSION & DISTRIBUTION SERVICES, INC.	SHAW TRANSMISSION & DISTRIBUTION SERVICES INTERNATIONAL, INC.	Corporation	1	1	100%	1
SHAW POWER DELIVERY SYSTEMS, INC.	SHAW TRANSMISSION & DISTRIBUTION SERVICES, INC.	Corporation	1,000	1,000	100%	UNKNOWN
CB&I INTERNATIONAL, INC.	MANUFACTURAS SHAW SOUTH AMERICA, C.A. (VENEZUELA)	Corporation	1576	1,642	100%	Unknown
MCDERMOTT, INC.	OFFSHORE PIPELINES INTERNATIONAL, LTD.	LLC	1,100	1,100	100%	8
MCDERMOTT ASIA PACIFIC PTE. LTD. (f/k/a J. RAY MCDERMOTT ASIA PACIFIC PTE. LTD.)	PT. J. RAY MCDERMOTT INDONESIA	Corporation	750,000	1,000,000	75%	7

Pledged Notes. The Grantors have been unable to locate the promissory notes listed below. Upon receipt of any such promissory notes, the Grantors will promptly forward them to the Collateral Agent. Each applicable Grantor will use commercially reasonable efforts to cause such promissory notes to be re-issued (if permitted by relevant law), issued (if permitted by relevant) or to locate such promissory notes, as applicable.

None.

SCHEDULE 4.13
TO PLEDGE AND SECURITY AGREEMENT

DEPOSIT ACCOUNTS AND SECURITIES ACCOUNTS

Bank Account	Account Name	Bank	Currency	Country
	Lealand Finance Company B.V.	BMG-Bank Mendes Gans	USD	Netherlands
	LUTECH RESOURCES CANADA LTD	BMO-Bank of Montreal	CAD	Canada
	HORTON CBI LIMITED	BMO-Bank of Montreal	CAD	Canada
	HORTON CBI LIMITED	BMO-Bank of Montreal	USD	Canada
	Chicago Bridge & Iron Company (Delaware)	Harris Bank	USD	United States
	CBI Services, LLC	Harris Bank	USD	United States
	Chicago Bridge & Iron Company (Delaware)	Harris Bank	USD	United States
	Lutech Project Solutions B.V.	ING Bank	EUR	Netherlands
	CBI Cojafex B.V.	ABN Amro Bank	EUR	Netherlands
	McDermott Middle East Inc.	Wells Fargo San Francisco	USD	United States
	McDermott Inc.	Wells Fargo San Francisco	USD	United States
	J. Ray McDermott S.A.	Wells Fargo San Francisco	USD	United States
	J. Ray McDermott de Mexico S.A. C.V.	Wells Fargo San Francisco	USD	United States
	McDermott Australia Pty. Ltd.	Wells Fargo San Francisco	USD	United States
	Lealand Finance Company B.V.	Wells Fargo San Francisco	USD	United States
	McDermott International, Inc.	Whitney Bank	USD	United States

SCHEDULE 8.2
TO PLEDGE AND SECURITY AGREEMENT

NOTICES

The notice address for each Guarantor is as follows:

915 N. Eldridge Parkway
Houston, Texas 77079-2703
Attn: Treasurer

Exhibit A
to Pledge and Security Agreement

FORM OF ACKNOWLEDGMENT AND CONSENT

The undersigned hereby acknowledges receipt of a copy of the Pledge and Security Agreement dated as of June 30, 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Agreement”), made by the Grantors parties thereto in favor of Wilmington Trust, National Association, as collateral agent (in such capacity and together with its successors, the “Collateral Agent”) for the benefit of the Security Agreement Secured Parties. Capitalized terms used but not defined herein have the meanings given to such terms in the Agreement. The undersigned agrees for the benefit of the Collateral Agent and the other Security Agreement Secured Parties as follows:

1. The undersigned will be bound by the terms of the Agreement applicable to issuers of Pledged Securities and will comply with such terms insofar as such terms are applicable to the undersigned.
2. The undersigned confirms the statements made in the Agreement with respect to the undersigned including, without limitation, in Section 4.7 and Schedule 4.7.
3. The undersigned will notify the Collateral Agent and each Secured Debt Representative for the Security Agreement Secured Parties promptly in writing of the occurrence of any of the events described in Section 5.8 of the Agreement.
4. The undersigned acknowledges Section 6.3(c) of the Agreement and agrees that it will comply with the instructions of each Grantor as set forth therein.
5. The undersigned agrees that Section 6.7 of the Agreement shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Section 6.7 of the Agreement.

[NAME OF ISSUER]

By: _____
Name: _____
Title: _____

Address for Notices:

Fax:

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of [____], 202[] (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by each of the signatories hereto, (collectively, the “Grantors”) in favor of Wilmington Trust, National Association, as collateral agent (in such capacity and together with its successors in such capacity, the “Collateral Agent”) for the benefit of the Security Agreement Secured Parties (used herein as defined in the Pledge and Security Agreement defined below).

WHEREAS, Lealand Finance Company B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (the “Borrower”) has entered into the Credit Agreement, dated as of June 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, McDermott International, Ltd, a Bermuda exempted company limited by shares (the “Parent”), the Lenders, the Issuers, Crédit Agricole Corporate and Investment Bank, as LC Administrative Agent (as defined in the Credit Agreement) and Barclays Bank PLC, as Term Loan Administrative Agent (as defined in the Credit Agreement);

WHEREAS, in connection with the Credit Agreement and the other Secured Debt Documents (used herein as defined the Pledge and Security Agreement as defined below), the Grantors, the Collateral Agent, and the Secured Debt Representatives (as defined in the Collateral Agency Agreement referred to below) party thereto from time to time, on behalf of the Secured Parties (as defined in the Collateral Agency Agreement), have entered into the Collateral Agency Agreement, dated as of the date hereof (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Collateral Agency Agreement”), pursuant to which the Secured Parties appointed the Collateral Agent as their agent, for the ratable benefit of all the Secured Parties, in connection with, among other things, this Intellectual Property Security Agreement. Unless otherwise defined herein, terms defined in the Collateral Agency Agreement and used herein have the meanings given to them in the Collateral Agency Agreement and, unless otherwise defined herein or in the Collateral Agency Agreement, terms defined in the Credit Agreement and used herein have the meanings given to them in the Credit Agreement; and

WHEREAS, in connection with (i) the Credit Agreement and (ii) the other Secured Debt Documents, the Parent, the Borrower, certain of the Parent’s Subsidiaries and each member of the MII Group (as defined in the Credit Agreement) have entered into the Pledge and Security Agreement, dated as of June 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), in favor of the Collateral Agent for the benefit of the Security Agreement Secured Parties.

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Security Agreement Secured Parties, a security interest in such Grantor's right, title and interest in and to the following property, in each case, wherever located and whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, and all goodwill associated therewith, 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, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule 4.9 to the Pledge and Security Agreement (as such schedule may be amended or supplemented from time to time), (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business symbolized by the foregoing, (iv) other source or business identifiers, designs and general intangibles of a like nature and (v) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademarks"), including all Trademarks listed on Schedule I hereto under the heading "Trademarks";

(b) (i) all United States patents, patents issued by any other country, union of countries or any political subdivision of any of the foregoing, and all reissues and extensions thereof, including any of the foregoing listed in Schedule 4.9 to the Pledge and Security Agreement (as such schedule may be amended or supplemented from time to time), (ii) all patent applications pending in the United States or any other country or union of countries or any political subdivision of any of the foregoing and all divisions, continuations and continuations-in-part thereof, including any of the foregoing listed in Schedule 4.9 to the Pledge and Security Agreement (as such schedule may be amended or supplemented from time to time), (iii) all rights to, and to obtain, any reissues or extensions of the foregoing and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Patents"), including all Patents listed on Schedule I hereto under the heading "Patents";

(c) (i) all copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether published or unpublished (including those listed in Schedule 4.9 to the Pledge and Security Agreement (as such schedule may be amended or supplemented from time to time)), all registrations and recordings thereof, and all applications in connection therewith and rights corresponding thereto throughout the world, including all registrations, recordings and applications in the United States Copyright Office, and all mask works (as defined in 17 USC 901), (ii) the right to, and to obtain, all extensions and renewals thereof, and the right to sue for past, present and future infringements of any of the foregoing, (iii) all proceeds of the foregoing, including license, royalties, income, payments, claims, damages, and proceeds of suit and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining

thereto (“Copyrights”), including all Copyrights listed on Schedule I hereto under the heading “Copyrights”; and

(d) All proceeds (as such term is defined in Section 9-102(a)(64) of the UCC as from time to time in effect in the State of New York), goodwill, products, accessions, rents and profits of any and all of the foregoing and all collateral security, supporting obligations (as such term is defined in Section 9-102(a)(78) of the UCC as from time to time in effect in the State of New York) and guarantees given by any Person with respect to any of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart of a signature page of this Intellectual Property Security Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart hereof.

SECTION 4. Governing Law. **THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.**

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement, the Credit Agreement, the Collateral Agency Agreement and the other Secured Debt Documents. The rights and remedies of each party hereto with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, the Credit Agreement, the Collateral Agency Agreement and the other Secured Debt Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement, the Credit Agreement, the Collateral Agency Agreement or the other Secured Debt Documents, the provisions of with the Pledge and Security Agreement, the Credit Agreement, the Collateral Agency Agreement or the other Secured Debt Documents shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

[NAME OF GRANTOR]

By: _____
Name:
Title:

Schedule 1
to Intellectual Property Security Agreement

TRADEMARKS

☐

PATENTS

☐

COPYRIGHTS

☐

Annex 1
ASSUMPTION AGREEMENT

This Assumption Agreement dated as of [____], [20__] (this “Assumption Agreement”), is made by [____] (the “Additional Grantor”), in favor of Wilmington Trust, National Association, as collateral agent (in such capacity and together with its successors in such capacity, the “Collateral Agent”), for the benefit of the Security Agreement Secured Parties (used herein as defined in the Pledge and Security Agreement defined below), the Collateral Agent, the LC Administrative Agent (defined below) and the Term Loan Administrative Agent (defined below).

WHEREAS, Lealand Finance Company B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (the “Borrower”) has entered into the Credit Agreement, dated as of June 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, McDermott International, Ltd, a Bermuda exempted company limited by shares (the “Parent”), the Lenders, the Issuers, Crédit Agricole Corporate and Investment Bank, as administrative agent for the LC Facilities and the Cash Secured Facility (the “LC Administrative Agent”) and Barclays Bank PLC, as administrative agent for the Term Facilities (the “Term Loan Administrative Agent”).

In connection with the Credit Agreement and the other Secured Debt Documents (used herein as defined in the Pledge and Security Agreement defined below), the Grantors (used herein as defined in the Pledge and Security Agreement defined below), the Collateral Agent, and the Secured Debt Representatives (as defined in the Collateral Agency Agreement referred to below) party thereto from time to time, on behalf of the Secured Parties (as defined in the Collateral Agency Agreement), have entered into the Collateral Agency Agreement, dated as of the date hereof (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Collateral Agency Agreement”). Unless otherwise defined herein, terms defined in the Collateral Agency Agreement and used herein have the meanings given to them in the Collateral Agency Agreement and, unless otherwise defined herein or in the Collateral Agency Agreement, terms defined in the Credit Agreement and used herein have the meanings given to them in the Credit Agreement.

WHEREAS, in connection with (i) the Credit Agreement and (ii) the other Secured Debt Documents, the Parent, the Borrower, each member of the MII Group and certain of the Parent’s Subsidiaries (other than the Additional Grantor) have entered into the Pledge and Security Agreement, dated as of June 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), in favor of the Collateral Agent for the benefit of the Security Agreement Secured Parties;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Pledge and Security Agreement as a Grantor; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Pledge and Security Agreement as a Grantor thereunder;

NOW, THEREFORE, IT IS AGREED:

SECTION 1. Pledge and Security Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Pledge and Security Agreement, hereby becomes a party to the Pledge and Security Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor. In accordance with the terms of the Pledge and Security Agreement and without limiting the generality of the foregoing, the Additional Grantor hereby expressly (a) assumes all obligations and liabilities of a Grantor under the Pledge and Security Agreement and (b) grants to the Collateral Agent, for the benefit of the Security Agreement Secured Parties, a security interest in the Additional Grantor's right, title and interest in and to the Collateral (as defined in the Pledge and Security Agreement), wherever located and whether now owned or at any time hereafter acquired by the Additional Grantor or in which the Additional Grantor now has or at any time in the future may acquire any right, title or interest, as security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Additional Grantor's Obligations. The information set forth in Annex 1 hereto is hereby added to the information set forth in Schedules []¹ to the Pledge and Security Agreement. The Additional Grantor hereby makes each of the representations and warranties contained in Section 4 of the Pledge and Security Agreement (as supplemented by, and after giving effect to, this Assumption Agreement and the Schedules attached hereto) as of the date hereof.

SECTION 2. [The Additional Grantor, the Collateral Agent, and each Administrative Agent hereby agree that Section 8.17 of the Pledge and Security Agreement is hereby supplemented with new clause [] as follows: [].]

SECTION 3. **GOVERNING LAW.** THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.

[Remainder of this page intentionally left blank]

¹ Refer to each applicable Schedule to be supplemented.

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

[ADDITIONAL GRANTOR]

By: _____
Name: _____
Title: _____

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CRÉDIT AGRICOLE CORPORATE AND
INVESTMENT BANK, as LC Administrative
Agent
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BARCLAYS BANK PLC, as Term Loan
Administrative Agent
By: _____
Name: _____
Title: _____

ANNEX 1

SCHEDULE 4.3 TO PLEDGE AND SECURITY AGREEMENT

PERFECTED FIRST PRIORITY LIENS

UCC or PPSA Filings

A UCC1 Financing Statement or a PPSA financing statement, as applicable, listing the Additional Grantor, as debtor, and the Collateral Agent, as secured party, should be filed in the appropriate governmental office set forth below. Each such UCC1 Financing Statement or PPSA financing statement, as applicable, will need to include a description of the Collateral that complies with Section 9-504 of the Uniform Commercial Code or with the PPSA, as the case may be.

Grantor	Jurisdiction(s) of Filing

ANNEX 1

SCHEDULE 4.4 TO PLEDGE AND SECURITY AGREEMENT

NAME; JURISDICTION OF ORGANIZATION, ETC.

<u>Exact Legal Name of Grantor</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization or Incorporation</u>	<u>Organizational Identification Number</u>	<u>Chief Executive Office</u>

Prior Names during last 5 years:

Prior Addresses during last 5 years:

ANNEX 1

SCHEDULE 4.5 TO PLEDGE AND SECURITY AGREEMENT

INVENTORY LOCATIONS

ANNEX 1

SCHEDULE 4.7 TO PLEDGE AND SECURITY AGREEMENT

INVESTMENT PROPERTY

Pledged Stock:

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Shares Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>

Pledged LLC Interests:

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Interest Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>

Pledged Partnership Interests:

<u>Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># of Interest Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>	<u>Par Value</u>

Pledged Trust Interests:

Pledged Notes:

Pledged Commodities Contracts:

ANNEX 1

SCHEDULE 4.9 TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

- (A) Material Copyright Licenses
- (B) Copyrights
- (C) Material Patent Licenses
- (D) Patents
- (E) Material Trademark Licenses
- (F) Trademarks
- (G) Material Trade Secret Licenses

ANNEX 1

SCHEDULE 4.11
TO PLEDGE AND SECURITY AGREEMENT

COMMERCIAL TORT CLAIMS

ANNEX 1

SCHEDULE 4.12
TO PLEDGE AND SECURITY AGREEMENT

EXCLUDED PLEDGED COLLATERAL

ANNEX 1

SCHEDULE 4.13
TO PLEDGE AND SECURITY AGREEMENT

MATERIAL ACCOUNTS