

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MD Helicopters, Inc.	08/31/2004
RECEIVING PARTY DATA	
Name:	Joep A.J. Van Den Nieuwenhuijzen
Street Address:	c/o 4555 E. McDowell Rd.
City:	Mesa
State/Country:	ARIZONA
Postal Code:	85215
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	5645249
Patent Number:	5403155
Patent Number:	5462409
Patent Number:	5621967
Patent Number:	5266008
Patent Number:	5820344
Patent Number:	6168142
CORRESPONDENCE DATA	
Fax Number:	(602)266-5369
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(602) 248-7600
Email:	bjs@rglaw.com
Correspondent Name:	Bradley Stevens
Address Line 1:	3300 N. Central Ave., #1800
Address Line 4:	Phoenix, ARIZONA 85012
NAME OF SUBMITTER:	Bradley J. Stevens

CH \$280.00 5645249

PATENT

FIRST AMENDED SECURITY AGREEMENT

THIS FIRST AMENDED SECURITY AGREEMENT (this "Agreement") amends and supercedes the Security Agreement made and entered into on August 31, 2004, by and between MD HELICOPTERS, INC., an Arizona corporation ("Borrower") and JOEP A. J. V AN DEN NIEUWENHUIJZEN, an individual (together with his heirs, executors, trustees, legal representatives, successors and assigns, "Junior Creditor").

1. SECURITY INTEREST

Borrower hereby grants to Junior Creditor a security interest (the "Security Interest") in all property, or right, title and interests in property, of Borrower, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Collateral"), including, without limitation:

(a) currently existing and hereafter arising accounts, contract rights and all other forms of obligations owing to Borrower arising out of the sale or lease of goods or the rendition of services by Borrower, irrespective of whether earned by performance, and any and all credit insurance, guaranties, or security therefor (collectively "Accounts");

(b) books and records including: ledgers, records indicating, summarizing or evidencing Borrower's properties or assets (including the collateral) or liabilities; all information relating to Borrower's business, operations or financial condition; and all computer programs, disc or tape files, printouts, runs or other computer prepared information (collectively "Books and Records");

(c) present and hereafter acquired machinery, machine tools, motors, equipment, furniture, furnishings, fixtures, vehicles (including motor vehicles and trailers), tools, parts, dies, jigs, goods (other than consumer goods, farm products or Inventory), wherever located, and any interest of Borrower in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the foregoing, wherever located (collectively "Equipment");

(d) present and future intangibles and other personal property (including contract rights, rights arising under common law, statutes, or regulations, things in action, goodwill, patents, trade names, trademarks, servicemarks, copyrights, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, right to payment and other rights under any royalty or licensing agreements, infringements, claims, computer programs, information contained on computer discs or tapes, literature, reports, catalogs, deposit accounts, insurance premium rebates, tax refunds, and tax refund claims) other than goods, Accounts, and Negotiable Collateral (collectively, "General Intangibles");