

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
Evergreen International Aviation, Inc.	06/30/2011
RECEIVING PARTY DATA	
Name:	Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB)
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7819362
Patent Number:	7748662
Patent Number:	7413145
CORRESPONDENCE DATA	
Fax Number:	6172359712
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-951-7553
Email:	ronald.duvernay@ropesgray.com
Correspondent Name:	Patricia I. Chen
Address Line 1:	Prudential Tower, 800 Boylston Street
Address Line 2:	Ropes & Gray, LLP
Address Line 4:	Boston, MASSACHUSETTS 02199-3600
ATTORNEY DOCKET NUMBER:	107024-0023
NAME OF SUBMITTER:	Patricia I. Chen
Signature:	/p chen/

Date:

05/09/2013

Total Attachments: 8

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AMENDED AND RESTATED SECOND LIEN INTELLECTUAL PROPERTY SECURITY
AGREEMENT

This AMENDED AND RESTATED SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2011 (as amended, supplemented, replaced or otherwise modified from time to time, the "Second Lien Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Wilmington Trust FSB, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Second Lien Collateral Agreement referred to below).

WHEREAS, Evergreen International Aviation, Inc., an Oregon corporation (the "Borrower"), and Evergreen Holdings, Inc., an Oregon corporation ("Holdings"), are parties to an Amended and Restated Second Lien Credit Agreement, dated as of June 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), with the lenders from time to time party thereto (the "Lenders"), the Collateral Agent and Wilmington Trust FSB, as administrative agent (in such capacity, the "Administrative Agent").

WHEREAS, the Borrower, Holdings, certain subsidiaries of the Borrower and Credit Suisse AG, Cayman Islands Branch (the "Prior Collateral Agent") are parties to a Second Lien Guarantee and Collateral Agreement, dated as of October 31, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Second Lien Collateral Agreement.

WHEREAS, the Borrower, Holdings and the Prior Collateral Agent are parties to a Second Lien Intellectual Property Security Agreement, dated as of October 31, 2006 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Original Second Lien Intellectual Property Security Agreement").

WHEREAS, the Borrower, Holdings, certain subsidiaries of the Borrower (the Borrower, Holdings and such subsidiaries, collectively, the "Loan Parties") are parties to a Successor Agent and Amendment Agreement, dated as of June 30, 2011, whereby the Prior Collateral Agent agreed to resign and the Lenders have agreed to appoint the Collateral Agent to succeed it in such capacity under the Second Lien Credit Agreement.

WHEREAS, the Loan Parties and the Collateral Agent are parties to a Reaffirmation Agreement and Amendment to Security Agreement, dated as of June 30, 2011 (the "Reaffirmation Agreement"), whereby the Loan Parties, including the Grantors, have agreed, among other things, to reaffirm the liens granted under the Second Lien Collateral Agreement and the rights and obligations of the Grantors thereunder.

WHEREAS, under the terms of the Second Lien Collateral Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property, of the Grantors to the Collateral Agent for the benefit of the

Secured Parties, and have agreed as a condition thereof to execute this Second Lien Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities (as defined in the Second Lien Credit Agreement).

WHEREAS, the Loan Parties, the Collateral Agent and Wells Fargo Bank Northwest, National Association, as first lien collateral agent (in such capacity, the "First Lien Collateral Agent"), are parties to an Intercreditor Agreement, dated as of October 31, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement").

WHEREAS, it is the understanding of the parties, that notwithstanding anything herein to the contrary, (i) the Security Interest granted pursuant to the Second Lien Collateral Agreement shall, prior to the discharge of First Lien Obligations (as defined in the Intercreditor Agreement), be subject and subordinate to the Liens (as defined in the Intercreditor Agreement) granted to the First Lien Collateral Agent for the benefit of the holders of the First Lien Obligations (as defined in the Intercreditor Agreement) to secure the First Lien Obligations pursuant to the First Lien Collateral Agreement (as defined in the Intercreditor Agreement) and (ii) the exercise of any rights or remedies by the Collateral Agent and the other Secured Parties is subject to the provisions of the Intercreditor Agreement.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all of the following (the "Intellectual Property Collateral"), as security for the payment or performance, as the case may be, in full of the Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions and misappropriations thereof, (iii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, (iv) in each case above, all goodwill associated therewith or symbolized thereby and (v) all other assets, rights and interests that uniquely reflect or embody such goodwill (collectively, the "Trademarks");

(b) (i) all letters patent of the United States or the equivalent thereof in any other country, all recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including recordings and pending applications in the

United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all reissues, continuations, divisions, continuations-in-part, renewals, substitutes, improvements thereon or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, have made, use, import, sell and/or offer to sell the inventions disclosed or claimed therein and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, whether or not the underlying works of authorship have been published; all works of authorship and other intellectual property rights therein; all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights; all right title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, (ii) all registrations, applications for registration and renewals of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule III, (iii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements thereof and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights"); and

(d) any and all Proceeds of the forgoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Second Lien Intellectual Property Security Agreement.

SECTION 3. Effect of Agreement. This Second Lien Intellectual Property Security Agreement is a Loan Document and an Intellectual Property Security Agreement executed pursuant to the Second Lien Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions thereof. This Second Lien Intellectual Property Security Agreement shall be deemed to amend, restate and replace the Original Second Lien Intellectual Property Security Agreement in its entirety. It is expressly understood and agreed by each of the parties hereto that this Second Lien Intellectual Property Security Agreement is in no way intended and shall not be deemed or construed to constitute a novation agreement.

SECTION 4. Execution in Counterparts. This Second Lien Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 5. Governing Law.

This Second Lien Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Second Lien Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Second Lien Collateral Agreement and the Second Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Collateral Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Lien Intellectual Property Security Agreement are in conflict with the Second Lien Collateral Agreement or the Second Lien Credit Agreement, the provisions of the Second Lien Collateral Agreement or the Second Lien Credit Agreement shall govern.

SECTION 7. Intercreditor Agreement. Reference is made to the Intercreditor Agreement dated as of October 31, 2006, among the Borrower, Holdings, the Subsidiaries of the Borrower party thereto, Wells Fargo Bank Northwest, National Association, as First Lien Collateral Agent (as defined therein), and Wilmington Trust FSB, as Second Lien Collateral Agent (as defined therein). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.

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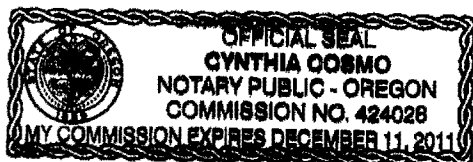
IN WITNESS WHEREOF, each of the undersigned has caused this Second Lien Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

EVERGREEN INTERNATIONAL AVIATION, INC.

By: Michael L. Bay
Name: MICHAEL L. BAY
Title: CEO

STATE OF Oregon)
COUNTY OF Yamhill) : ss.:

On this 22 day of June, 2011, before me personally appeared Michael L. Bay proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the entity upon behalf of which the person acted executed the instrument.



Cynthia Cosmo
Notary Public

My commission expires: December 11, 2011

**Schedule I
to the Second Lien
Intellectual Property
Security Agreement**

Trademarks

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Liens
United States	EVERGREEN	1,149,162	3/24/1981	Evergreen International Aviation, Inc. (Oregon corp.)	Registered
United States	QUALITY WITHOUT COMPROMISE	1,142,111	12/2/1980	Evergreen International Aviation, Inc. (Oregon corp.)	Registered
United States	SUPERTANKER	3,610,557	4/21/2009	Evergreen International Aviation, Inc.	Registered

**Schedule II
to the Second Lien
Intellectual Property
Security Agreement**

Patents

Country	Title	Patent No. (App No.)	Issue Date (Filing Date)	Record Owner	Status
United States	Enhanced aerial delivery system	7,819,362	10/26/2010	Evergreen International Aviation, Inc.; First and second lien to Credit Suisse	Issued
United States	Enhanced aerial delivery system	(12/862,062)	(8/24/2010)	Evergreen International Aviation, Inc.	Pending
United States	Enhanced aerial delivery system	(12/837,181)	(7/15/2010)	Evergreen International Aviation, Inc.	Pending
Australia	Enhanced aerial delivery system	2008221264	(3/3/2008)	Evergreen International Aviation, Inc.	Pending
Canada	Enhanced aerial delivery system	(2678763)	(3/3/2008)	Evergreen International Aviation, Inc.	Pending
EPO	Enhanced aerial delivery system	(2008731300)	(3/3/2008)	Evergreen International Aviation, Inc.	Pending
PCT	Enhanced aerial delivery system	(2008US55725)	(3/3/2008)	Evergreen International Aviation, Inc.	National phase in Canada and EPO
Hong Kong	Enhanced aerial delivery system	10104554.8	5/11/2010	Evergreen International Aviation, Inc.	Pending
United States	Aerial delivery system	7748662	7/6/2010	Evergreen International Aviation, Inc.	Issued
United States	Aerial delivery system	7,413,145	8/19/2008	Evergreen International Aviation, Inc.	Issued
EPO	Aerial delivery system	(2004776537)	(6/14/2004)	Evergreen International Aviation, Inc.	Pending
PCT	Aerial delivery system	(2004US18846)	(6/14/2004)	Evergreen International Aviation, Inc.	National phase in jurisdictions listed above.

**Schedule III
to the Second Lien
Intellectual Property
Security Agreement**

Copyrights

None.