

05-19-2004

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/ Tab settings =>=>=>



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1 SHEET ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Evergreen International Aviation, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State OR Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc. Internal Address:

Street Address: 2450 Colorado Ave., Ste 3000 West

City: Santa Monica State: CA Zip: 90404

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: May 13, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,149,162; 1,142,111

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jennifer B. Hildebrandt

Internal Address:

Street Address: c/o Paul Hastings

515 So. Flower Street, 25th Floor

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

No. 16-0752

RECEIVED OFFICE OF ASSIGNED DIVISION MAY 19 PM 4:30

DO NOT USE THIS SPACE

9. Signature.

Nobuko Christy Name of Person Signing

Nobuko Christy Signature

May 18, 2004 Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/20/2004 EDOOPER 00000011 1149162

01 FC:6521 02 FC:6522

40.00 OP 25.00 OP

TRADEMARK REEL: 002969 FRAME: 0363

## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of May 13, 2004, is executed and delivered by and between **EVERGREEN INTERNATIONAL AVIATION, INC.**, an Oregon corporation ("Debtor") and **WELLS FARGO FOOTHILL, INC.**, a California corporation, as arranger and administrative agent for the below defined Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent"), with reference to the following:

**WHEREAS**, Debtor, Evergreen International Airlines, Inc., an Oregon corporation ("Evergreen Airlines"), Evergreen Aviation Ground Logistics Enterprise, Inc., a Delaware corporation ("Evergreen Ground"), Evergreen Air Center, Inc., an Oregon corporation ("Evergreen Air"), Evergreen Helicopters, Inc., an Oregon corporation ("Evergreen Helicopters"), Evergreen Aircraft Sales and Leasing Co., a Nevada corporation, ("Evergreen Aircraft"), Evergreen Helicopters International, Inc., a Texas corporation ("EHI"), Evergreen Equity, Inc., a Nevada corporation ("Evergreen Equity"), Evergreen Helicopters of Alaska, Inc., a Alaska corporation ("EHA"), and Sys-tems LogistiX, Inc., a Delaware corporation ("Sys-tems"; Sys-tems, together with Evergreen Airlines, Evergreen Ground, Evergreen Air, Evergreen Helicopters, Evergreen Aircraft, EHI, Evergreen Equity, and EHA are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), Agent, and the below defined Lenders (such Lenders, together with Agent, individually and collectively, the "Lender Group"), are, contemporaneously herewith, entering into that certain Loan and Security Agreement of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Loan Agreement"), pursuant to which, among other things, the Lender Group has agreed to make certain financial accommodations to Borrowers, and pursuant to which Borrowers have granted to Agent for the benefit of the Lender Group and the Bank Product Providers security interests in (among other things) all general intangibles of Borrowers;

**WHEREAS**, Debtor has executed that certain General Continuing Guaranty, of even date herewith, in favor of Agent (the "Guaranty"), respecting the Obligations of Borrowers owing to the Lender Group and the Bank Product Providers under the Loan Agreement;

**WHEREAS**, Debtor has executed that certain Security Agreement, of even date herewith, in favor of Agent (the "Guarantor Security Agreement"), pursuant to which Debtor has granted to Agent for the benefit of the Lender Group and the Bank Product Providers security interests in (among other things) all general intangibles of Debtor; and

**WHEREAS**, to induce the Lender Group to make the financial accommodations provided to Borrowers pursuant to the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the Trademark Collateral (as defined herein).

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Agent, for the benefit of the Lender Group and the Bank Product Providers, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. Capitalized terms used herein and not defined herein have the meaning set forth in the Loan Agreement. As used in this Agreement, the following terms shall have the following meanings:

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

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

“Borrower” and “Borrowers” have the respective meanings ascribed to such terms in the recitals to this Agreement.

“Debtor” has the meaning ascribed to such term in the preamble to this Agreement.

“Lender Group” has the meaning ascribed to such term in the recitals to this Agreement.

“Lenders” means, individually and collectively, each of the lenders identified on the signature pages of the Loan Agreement, and any other person made a party thereto in accordance with the provisions of Section 14.1 thereof (together with their respective successors and assigns).

“Loan Agreement” has the meaning ascribed to such term in the recitals to this Agreement.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

**“Secured Obligations”** means all liabilities, obligations, or undertakings owing by Debtor to the Lender Group or any Bank Product Provider of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Guaranty, this Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, fees (including attorneys fees), and expenses (including any portion of any of the foregoing that accrues after the commencement of an Insolvency Proceeding, whether or not allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding) and any and all other amounts which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

**“Trademark Collateral”** has the meaning set forth in Section 2; provided that Trademark Collateral shall not include any rights or interest in any contract, lease, permit, license, charter or license agreement covering personal property of Debtor if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the valid grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement and such prohibition has not been waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been obtained, provided, that, the foregoing exclusion shall in no way be construed (a) to apply if any described prohibition is unenforceable under Section 9-406, 9-407, or 9-408 of the Code or other applicable law, or (b) to limit, impair, or otherwise affect the Lender Group’s continuing security interests in and liens upon any rights or interests of Debtor in or to (x) monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any Accounts), or (y) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, charter, or license agreement.

**“Trademarks”** has the meaning set forth in Section 2.

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

**“United States”** and **“U.S.”** each mean the United States of America.

(b) **Terms Defined in UCC.** Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) **Interpretation.** In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement or the Loan Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Agent (whether under federal law or applicable state law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

## 2. Security Interest.

(a) Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in all of Debtor’s right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the “Trademark Collateral”):

(i) all common law, state and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business 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, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark filed on the basis of Debtor's intent to use such trademark or service mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Guarantor Security Agreement. This Agreement shall be fully incorporated into the Guarantor Security Agreement and all understandings, agreements and provisions contained in the Guarantor Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Guarantor Security Agreement.

(d) Licenses. Debtor may grant licenses of the Trademark Collateral in accordance with the terms of the Loan Agreement.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent, in the exercise of its discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority or enforceability of, or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group and the Bank Product Providers. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of Debtor, or in

the name of Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Agent in the exercise of its discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group and the Bank Product Providers, and (ii) following and during the continuation of an Event of Default to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, that Agent, in the exercise of its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement included in the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and the Lender Group's obligation to extend credit under the Loan Agreement is terminated.

4. Representations and Warranties. Debtor represents and warrants to each member of the Lender Group, in each case to its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Debtor's existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) material to the business and used by Debtor.

(b) Trademarks Subsisting. None of Debtor's Trademarks listed in Schedule A has been adjudged invalid or unenforceable, in whole or in part, by a court or tribunal of competent jurisdiction, and each of Debtor's, Trademarks set forth on Schedule A is subsisting, and to the Debtor's knowledge, is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the Trademark Collateral in respect of the Trademarks that they own, (ii) Debtor is the sole and exclusive owner of such Trademark Collateral, free and clear of any Liens (other than Permitted Liens), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder. Use of the Trademark

Collateral by Debtor does not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. (i) No material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain outstanding or, if earlier, until the Agent shall have released or terminated in whole, but not in part, its interest in the Trademark Collateral, Debtor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Agent written notice of the occurrence of any event of which Debtor has notice that could reasonably be expected to have a material adverse effect on any of the Trademark Collateral which, in each case, is material to its business, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and if the foregoing is material to the Loan Parties' business, Debtor shall give to Agent prompt notice thereof. Debtor shall do all things reasonably deemed necessary by Agent in the exercise of its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in connection herewith, Debtor hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact in accordance with the provisions of Section 3 herein to include any such future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, none of Agent or any other member of the Lender Group or the Bank Product Providers shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. So long as Agent complies with its obligations (i) if any, under the Code, and no willful misconduct or gross negligence occurs, and (ii) with respect to the accounting for



moneys actually received by Agent, any other member of the Lender Group or the Bank Product Providers hereunder or in connection herewith, none of Agent, any other member of the Lender Group or the Bank Product Providers shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Guarantor Security Agreement, the other Loan Documents, and Code, law and equity (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Debtor hereby agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the Code, law and equity. Debtor hereby agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the other Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by Debtor (or their successor, assignee or trustee in bankruptcy in conformance with the standard of quality that has been applied by Debtor prior to the Agent's exercise of such license right). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its discretion, deems necessary, in the name of Debtor or Agent, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent necessary to such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon Debtor and its successors and assigns and shall inure to the benefit of the successors and assigns of the Lender Group and the Bank Product Providers.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. The validity of this Agreement, the construction, interpretation, and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral

are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Debtor and the Lender Group pertaining to the subject matter contained herein. This Agreement may not be altered, amended, or modified, nor may any provision hereof be waived or noncompliance therewith consented to, except by means of a writing executed by Debtor and Agent, on behalf of the Lender Group. Any such alteration, amendment, modification, waiver, or consent shall be effective only to the extent specified therein and for the specific purpose for which given. No course of dealing and no delay or waiver of any right or default under this Amendment shall be deemed a waiver of any other, similar or dissimilar, right or default or otherwise prejudice the rights and remedies hereunder. Notwithstanding the foregoing, Agent may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

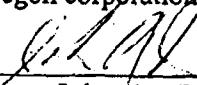
16. Loan Documents. Debtor acknowledges that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantor Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.

17. Termination. Upon the final payment in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of Letters of Credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Agent for the benefit of the Lender Group and the Bank Product Providers hereunder, including cancellation of this Agreement and reassignment of all Agent's rights, title and interest in the Trademark Collateral by written notice executed by Agent and recorded in the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**EVERGREEN INTERNATIONAL AVIATION, INC.,**  
an Oregon corporation

By:   
Name: John A. Irwin  
Title: Treasurer

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation, as Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 002969 FRAME: 0373**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**EVERGREEN INTERNATIONAL AVIATION, INC.,**  
an Oregon corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation, as Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_ VP.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE A**

**Trademarks of Debtor**

MARK and CLASS	REG NO. (DATE)	GOODS and SERVICES	OWNER	STATUS
EVERGREEN in Classes 37, 39 and 42	1,149,162 (March 24, 1981)	Aerial application of insecticides, herbicides, fungicides and brush control, in Class 37.  Air transportation of passengers and air freight; transportation of personnel, equipment, supplies, and materials, tools and other miscellaneous equipment for construction and petroleum drilling projects, in Class 39.  Aerial seeding, fertilizing and fire fighting; petroleum exploration, geological surveys and seismic surveys, in Class 42.	Evergreen International Aviation, Inc.	registered
QUALITY WITHOUT COMPROMISE in Classes 37, 39 and 42	1,142,111 (December 2, 1980)	Aerial application of insecticides, herbicides, fungicides and brush control, in Class 37.  Air transportation of passengers and air freight; transportation of personnel, equipment, supplies, and materials, tools and other miscellaneous equipment for construction and petroleum drilling projects, in Class 39.  Aerial seeding, fertilizing and fire fighting; petroleum exploration, geological surveys and seismic surveys, in Class 42.	Evergreen International Aviation, Inc.	registered