

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MD Helicopters, Inc.		07/08/2005	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	PATRIARCH PARTNERS AGENCY SERVICES, LLC
Street Address:	112 South Tryon Street
Internal Address:	Suite 70
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28284
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2475222	MD HELICOPTERS
Registration Number:	2781004	MD900
Registration Number:	2025729	MD 530F
Registration Number:	2025685	MD 520N
Registration Number:	2027211	MD 500E
Registration Number:	2178806	MD600N
Registration Number:	2932985	MD EXPLORER

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027216405
 Email: christine.wilson@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 80 State Street

CH \$190.00 2475222

Address Line 2: 6th Floor
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
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Signature:	/CHRISTINE WILSON/
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Date:	01/06/2006
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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Assignment"), is made by and between MD HELICOPTERS, INC., an Arizona corporation ("Grantor"), and PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as agent (in such capacity, the "Agent") for itself and the Lenders referenced below.

WHEREAS, Grantor has adopted, used and is using, and is the sole owner of the marks set forth on Schedule 1 hereof (collectively, the "Marks");

WHEREAS, under the terms of, and as a condition precedent to the effectiveness of, that certain Credit Agreement, dated as of July 8, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, as borrower thereunder, and the financial institutions from time to time lenders thereunder (collectively, the "Lenders"), and Agent, the Grantor entered into the Security Agreement dated as of even date therewith (the "Security Agreement");

WHEREAS, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Grantor pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in certain collateral, including the Marks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Grantor hereby pledges, assigns, hypothecates and transfers, and grants to the Agent, for itself and for the benefit of the Lenders, a continuing security interest and lien in and to the Marks and all

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registrations and applications for registrations of the Marks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Marks and together with all of Grantor's right to sue and recover for infringement of the Marks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

Notwithstanding anything to the contrary contained herein, Grantor and Agent acknowledge and agree that this Assignment and the security interests and liens in favor of Agent and the rights and obligations of the parties hereunder are subject to the terms and conditions of the Intercreditor Agreement (as such term is defined in the Credit Agreement). In the event of any conflict between the terms and provisions of this Assignment and the terms and provisions of the Intercreditor Agreement, the terms and provisions of the Intercreditor Agreement shall control.

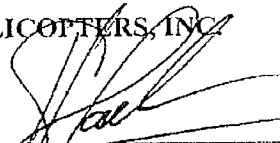
IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Grantor.

MD HELICOPTERS, INC.

By: _____

Name: _____

Title: _____


Name: HANK SCHAEFER
Title: CHIEF EXECUTIVE OFFICER

**SCHEDULE I
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

Trademarks/Trade Names

Trademark Name	Registration Number	Serial Number	Registration Date	Declaration of Use Affidavit Due Date	Renewal Date
MD Helicopters (& Design)	2,475,222	75/867618	08-07-2001		08-07-2007*
MD900	2,781,004	75/896020	11-11-2003		11-11-2009*
MD 530F	2,025,729	75/066549	12-24-1996		12-24-2006
MD 520N	2,025,685	75/059190	12-24-1996		12-24-2006
MD 500E	2,027,211	75/059351	12-31-1996		12-31-2006
MD 600N	2,178,806	74/6609077	08-04-1998		08-04-2008
MD Explorer	2,932,985	78/348717	03-15-2005		03-15-2011*

* Section 8 (6 year) Affidavit of Continuing Use

Applications

Trademark Name	Registration Number	Application/Serial Number	Registration Date	Declaration of Use Affidavit Due Date	Renewal Date