

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch	FORMERLY Credit Suisse, Cayman Islands Branch	06/30/2011	CORPORATION: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Evergreen Holdings, Inc.		
Street Address:	2415 Campus Drive		
Internal Address:	Suite 225		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1636629	EVERGREEN	
Registration Number:	1149162	EVERGREEN	
Registration Number:	1142111	QUALITY WITHOUT COMPROMISE	
CORRESPONDENCE DATA			
Fax Number:	(212)530-5219		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-530-5000		
Email:	rvalle@milbank.com		
Correspondent Name:	Milbank Tweed c/o Rodrigo Valle		
Address Line 1:	1 Chase Manhattan Plaza		
Address Line 2:	47th Floor		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	30045-29400		

CH \$90.00 1636629

900196486

**TRADEMARK
 REEL: 004577 FRAME: 0434**

NAME OF SUBMITTER:	Rodrigo Valle
Signature:	/Rodrigo Valle/
Date:	07/07/2011
Total Attachments: 7 source=Evergreen - Second Lien IP Release - Executed(1829729_5_NY)#page1.tif source=Evergreen - Second Lien IP Release - Executed(1829729_5_NY)#page2.tif source=Evergreen - Second Lien IP Release - Executed(1829729_5_NY)#page3.tif source=Evergreen - Second Lien IP Release - Executed(1829729_5_NY)#page4.tif source=Evergreen - Second Lien IP Release - Executed(1829729_5_NY)#page5.tif source=Evergreen - Second Lien IP Release - Executed(1829729_5_NY)#page6.tif source=Evergreen - Second Lien IP Release - Executed(1829729_5_NY)#page7.tif	

**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

This RELEASE (this "Release"), dated as of June 30, 2011, is made by Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse, Cayman Islands Branch), as Collateral Agent (the "Collateral Agent") for the banks and other financial institutions or entities (the "Lenders"), in connection with the amendment and restatement of the Second Lien Credit Agreement, dated as of October 31, 2006 by and among Evergreen Holdings, Inc., an Oregon corporation ("Holdings") and Evergreen International Aviation, Inc., an Oregon corporation ("Borrower"), the Lenders, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and the Collateral Agent (as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "Second Lien Credit Agreement"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Second Lien Credit Agreement.

WITNESSETH

WHEREAS, pursuant to the Second Lien Credit Agreement, the Grantors (as defined in the Second Lien Guarantee and Collateral Agreement referred to below) executed the Second Lien Guarantee and Collateral Agreement (as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "Second Lien Guarantee and Collateral Agreement") by and among the Grantors and the Collateral Agent for the Secured Parties, dated October 31, 2006 pursuant to which the Grantors granted to the Collateral Agent a security interest in all Patent Collateral, Trademark Collateral, and Copyright Collateral (each as defined below);

WHEREAS, in connection with the execution of the Second Lien Guarantee and Collateral Agreement and the grant of the security interest, each applicable Grantor executed the Second Lien Intellectual Property Security Agreement, dated as of October 31, 2006, (the "Second Lien Intellectual Property Security Agreement"), which was recorded against certain United States Intellectual Property with the United States Patent and Trademark Office at Reel/Frame Nos. 003423/0027, 003423/0041, 018488/0646.

WHEREAS, in connection with the Successor Agent and Amendment Agreement dated as of the date hereof among the Collateral Agent under the Second Lien Credit Agreement, the Required Lenders, Wilmington Trust FSB, as the successor collateral agent (the "Successor Collateral Agent"), Borrower and Holdings, the Collateral Agent gives notice to the Lenders and Borrower of its resignation as the Administrative Agent and Collateral Agent under the Second Lien Credit Agreement, the Required Lenders desire to appoint the Successor Agent as the Administrative Agent and the Collateral Agent and the Borrower consents to such appointment.

NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby agrees as follows:

1. Definitions

a. “Copyright Collateral” means all of the following now owned or hereafter acquired by any Grantor: (a) 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, (b) 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 I, (c) the rights to print, publish and distribute any of the foregoing, (d) the right to sue or otherwise recover for any and all past, present and future infringements thereof and (e) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto.

b. “Patent Collateral” means all of the following now owned or hereafter acquired by any Grantor: (a) 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 I, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) 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 (d) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto.

c. “Trademark Collateral” means all of the following now owned or hereafter acquired by any Grantor: (a) 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 any of the foregoing listed on Schedule I attached hereto, (b) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions and misappropriations thereof, (c) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, (d) in each case above, all goodwill associated therewith or symbolized thereby and (e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

2. Release of Security Interest

The Collateral Agent hereby releases, transfers and assigns, without recourse, unto each Grantor, all of its security interest and lien on all of such Grantor’s right, title and interest in, to and under the Patent Collateral, Trademark Collateral, and the Copyright Collateral

(including any General Intangibles relating thereto), including, but not limited to, all of the foregoing listed on Schedule I attached hereto and incorporated herein by reference, together with any and all Proceeds of the foregoing (collectively, the “Released Collateral”).

3. Recordation

The Collateral Agent authorizes the recordation of this Release with the U.S. Patent and Trademark Office and the U.S. Copyright Office and any other applicable registry, the filing of Uniform Commercial Code financing termination statements and the filing or recording of any other document or instrument necessary to place on record the release of the Collateral Agent’s lien upon and security interest in the Released Collateral by the Borrower or any person authorized or designated by the Borrower, and any such recordation or filing shall be deemed to have been authorized by the Collateral Agent.

4. Further Assurances


The Collateral Agent agrees to provide the Grantors with any additional authorization necessary to effect the release of its security interest in the Released Collateral.

5. Applicable Law

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD REQUIRE APPLICATION OF LAWS OF ANOTHER STATE.

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first set forth above.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: **Michael A. Criscito**
Title: **Authorized Signatory**

By: 
Name: **Didier Siffer**
Title: **Authorized Signatory**

SCHEDULE I

U.S. TRADEMARKS

Evergreen Holdings, Inc.

MARK	REGISTRATION DATE	REGISTRATION NUMBER
EVERGREEN	March 5, 1991	1636629

Evergreen International Aviation, Inc.

MARK	REGISTRATION DATE	REGISTRATION NUMBER
EVERGREEN	March 24, 1981	1149162
QUALITY WITHOUT COMPROMISE	December 2, 1980	1142111

U.S. PATENTS AND PATENT APPLICATIONS

Evergreen International Aviation, Inc.

TITLE	PATENT DATE	PATENT NUMBER
Aerial Delivery System	August 19, 2008	7413145
Aerial Delivery System	July 6, 2010	7748662
Enhanced Aerial Delivery System	October 26, 2010	7819362

U.S. COPYRIGHT REGISTRATIONS

None