

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ERICKSON INCORPORATED		04/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB		
Street Address:	500 Delaware Avenue 11th floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	federal savings bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2262212	AIR CRANE	
Registration Number:	2578985	AIR CRANE	
Registration Number:	4011198	A.I.R.S.	
Registration Number:	4075948	AIRCRANE INCIDENT RESPONSE SYSTEMS	
Registration Number:	3864265		
Registration Number:	4721095	ERICKSON	
CORRESPONDENCE DATA			
Fax Number:	2149694343		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-969-4281		
Email:	kbailey@akingump.com, kkoehler@akingump.com		
Correspondent Name:	Katherine Bailey		
Address Line 1:	1700 Pacific Avenue Suite 4100		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Kwan Koehler		
SIGNATURE:	/Kwan Koehler/		
DATE SIGNED:	05/01/2017		
Total Attachments: 6			

CH \$165.00 2262212

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 28th day of April, 2017 by and between **WILMINGTON SAVINGS FUND SOCIETY, FSB**, a federal savings bank, in its capacity as administrative and collateral agent (in such capacities, together with its permitted successors and assigns, "**Agent**") for the Lender Group and **ERICKSON INCORPORATED**, a Delaware corporation ("**Grantor**").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Second Lien Credit and Security Agreement, by and among Grantor, the guarantors party thereto, Agent and the other financial institutions party thereto as lenders (each a "**Lender**" and collectively, the "**Lenders**"), dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Credit Agreement**"; capitalized terms used and not otherwise defined herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of the Secured Parties, a security interest in certain Patents and Trademarks (as each term is defined below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Patents and Trademarks, including, without limitation, the following:

(a) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit A** attached hereto (collectively, the "**Patents**").

(b) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit B** attached hereto (collectively, the "**Trademarks**");

(c) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(d) All licenses or other rights to use any of the Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(e) All amendments, extensions, renewals and extensions of the Patents and Trademarks; and

(f) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the benefit of the Secured Parties, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. In the event of any conflict between the terms of this Intellectual Property Security Agreement and the Credit Agreement, the terms of the Credit Agreement shall control. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any other Loan Document, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any other Loan Document, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Notwithstanding anything to the contrary in this Intellectual Property Security Agreement, all of Agent's rights and obligation under this Intellectual Property Security Agreement are subject to the terms of the Intercreditor Agreement.

This Intellectual Property Security Agreement shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York, without regard to conflicts of laws principles, and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto were upon the same instrument. Signatures by facsimile or by electronic mail delivery of an electronic version of any executed signature page shall bind the parties hereto.

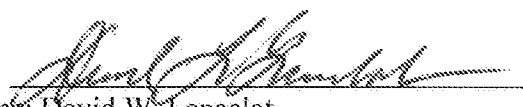
[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

GRANTOR:

ERICKSON INCORPORATED,
a Delaware corporation

By:


Name: David W. Lancelot

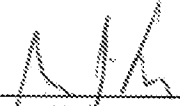
Title: Chief Financial Officer

[Signature Page to Second Lien Intellectual Property Agreement]

TRADEMARK
REEL: 006046 FRAME: 0172

AGENT:

**WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Agent**

By: 
Name: Geoffrey Lewis
Title: Vice President

Address:
500 Delaware Avenue, 11th Floor
Wilmington, DE 19801
Attn: Geoffrey Lewis
Fax No.: 302-421-9137
E-mail: glewis@wsfsbank.com

[Signature Page to Second Lien Intellectual Property Agreement]

**TRADEMARK
REEL: 006046 FRAME: 0173**

EXHIBIT A

Patents

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
FLUID LOADING SYSTEM	6,644,595	November 11, 2003
FLUID LOADING SYSTEM	6,874,734	April 5, 2005

EXHIBIT B

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
AIR CRANE	2,262,212	July 20, 1999
AIR CRANE	2,578,985	June 11, 2002
A.I.R.S.	4,011,198	August 16, 2011
AIRCRANE INCIDENT RESPONSE SYSTEMS	4,075,948	December 27, 2011
MISCELLANEOUS DESIGN (helicopter logo)	3,864,265	October 19, 2010
ERICKSON	4,721,095	April 14, 2015