

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840723

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		09/19/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	PHI HELIPASS, LLC
Street Address:	2001 SE Evangeline Thruway
City:	Lafayette
State/Country:	LOUISIANA
Postal Code:	70508
Entity Type:	Limited Liability Company: LOUISIANA
Name:	PHI HEALTH, LLC
Street Address:	2001 SE Evangeline Thruway
City:	Lafayette
State/Country:	LOUISIANA
Postal Code:	70508
Entity Type:	Limited Liability Company: LOUISIANA
Name:	PHI AVIATION, LLC
Street Address:	2001 SE Evangeline Thruway
City:	Lafayette
State/Country:	LOUISIANA
Postal Code:	70508
Entity Type:	Limited Liability Company: LOUISIANA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5136082	AFTER-HOURSASSIST
Registration Number:	5136081	DISCHARGEDIRECT
Registration Number:	5136080	SWIFTADMIT
Registration Number:	5234632	PHI PATIENT NAVIGATION
Registration Number:	4691181	PHI CARES
Registration Number:	5135231	BEYOND TRANSFER CENTER SERVICES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5116773	PHI
Registration Number:	4797811	PHI AIR MEDICAL
Registration Number:	4024985	HELIPASS

CORRESPONDENCE DATA

Fax Number:

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.

Email: laura.o'brien@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Ave.

Address Line 2: 11th Floor

Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	057833.00163
NAME OF SUBMITTER:	Laura O'Brien
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	09/20/2023

Total Attachments: 5

source=[PHI] Termination of Trademark and Patent Security Agreement - EXECUTED#page1.tif

source=[PHI] Termination of Trademark and Patent Security Agreement - EXECUTED#page2.tif

source=[PHI] Termination of Trademark and Patent Security Agreement - EXECUTED#page3.tif

source=[PHI] Termination of Trademark and Patent Security Agreement - EXECUTED#page4.tif

source=[PHI] Termination of Trademark and Patent Security Agreement - EXECUTED#page5.tif

TERMINATION OF TRADEMARK AND PATENT SECURITY AGREEMENT

This TERMINATION OF TRADEMARK AND PATENT SECURITY AGREEMENT, dated as of September 19, 2023 (this "Termination and Release"), is granted by PNC BANK, NATIONAL ASSOCIATION, as agent for the lenders (collectively, the "Lenders") party from time to time to the Credit Agreement referred to below (together with its successors and assigns in such capacity, "Agent"), in favor of each of PHI HELIPASS, LLC, a Louisiana limited liability company, PHI HEALTH, LLC, a Louisiana limited liability company, and PHI AVIATION, LLC, a Louisiana limited liability company (individually, each a "Grantor" and collectively, jointly and severally, the "Grantors").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of October 2, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"), by and among the Grantors and certain Affiliates thereof, as Borrowers, the Lenders party thereto from time to time and the Agent, the Grantors granted in favor of the Agent, for the benefit of the Agent and the Lenders, a security interest in the Grantors' personal property constituting Collateral (as defined in the Credit Agreement);

WHEREAS, in furtherance of the security interest granted by the Grantors under the Credit Agreement, pursuant to that certain Trademark and Patent Security Agreement, dated as of October 2, 2020 (the "IPSA"), made by the Grantors in favor of the Agent, for the benefit of the Agent and the Lenders, a security interest was granted in certain Intellectual Property constituting Collateral, and the IPSA was recorded with the (a) trademark division of United States Patent and Trademark Office (the "USPTO") on October 6, 2020, at Reel 007071, Frame 0890 and (b) patent division of the USPTO on October 6, 2020, at Reel 053992, Frame 0990; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Intellectual Property constituting Collateral granted by the Grantors pursuant to the IPSA.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property pursuant to the IPSA, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meaning provided by reference in the IPSA.

2. Release of Security Interest. The Agent hereby irrevocably terminates, releases and discharges the entirety of its security interest in the Intellectual Property constituting Collateral, and any right, title or interest the Agent may have in such Intellectual Property constituting Collateral, including, without limitation, with respect to the (a) Patents and Patent Licenses listed on Schedule A attached hereto and (b) Trademarks and Trademark Licenses listed on Schedule B attached hereto. To the extent the Agent has acquired any right, title, or interest in any Intellectual Property constituting Collateral, the Agent hereby irrevocably assigns to each applicable Grantor all such right, title, and interest.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge and deliver any further documents (including, without limitation, to the USPTO) and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby, all at the Grantors' sole cost and expense.

4. Governing Law. This Termination and Release shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles (other than section 5-1401 of the New York General Obligations Law).

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Ron Zeiber

Title: Senior Vice President

[SIGNATURE PAGE TO TERMINATION OF TRADEMARK AND PATENT SECURITY AGREEMENT]

TRADEMARK
REEL: 008203 FRAME: 0487

SCHEDULE A

PATENTS AND PATENT LICENSES

GRANTOR	PATENT NAME	NUMBER	DATE	JURISDICTION OF REGISTRATION
PHI Helipass, LLC	Kiosk for Energy Industry Logistics	Patent 9,165,265 B2	Issue Date: October 20, 2015	USA
PHI Helipass, LLC	Kiosk for Energy Industry Logistics	Patent 9,576,256 B2	Issue Date: February 21, 2017	USA
PHI Helipass, LLC	Kiosk for Energy Industry Logistics	Patent 10,062,040	Issue Date: August 28, 2018	USA
PHI Helipass, LLC	Kiosk for Energy Industry Logistics	Patent 10,540,614	Issue Date: January 21, 2020	USA
PHI Helipass, LLC	Kiosk for Energy Sector Logistics	PCT/US13/23456 US61/591,704	Filing Date: January 28, 2013	PCT
PHI Helipass, LLC	Kiosk for Energy Sector Logistics	2,899,391 US61/591,704	March 10, 2020	Canada

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

GRANTOR	TRADEMARK	NUMBER	DATE	JURISDICTION OF REGISTRATION
PHI Health, LLC	AFTER-HOURS ASSIST	5136082	February 7, 2017	USA
PHI Health, LLC	DISCHARGE DIRECT	5136081	February 7, 2017	USA
PHI Health, LLC	SWIFT ADMIT	5136080	February 7, 2017	USA
PHI Health, LLC	PHI PATIENT NAVIGATION	5234632	July 4, 2017	USA
PHI Health, LLC	PHI CARES	4691181	February 24, 2015	USA
PHI Health, LLC	BEYOND TRANSFER CENTER SERVICES	5135231	February 7, 2017	USA
PHI, Inc.	PHI	5116773	January 1, 2017	USA
PHI Health, LLC	PHI AIR MEDICAL	4797811	August 25, 2015	USA
PHI Helipass, LLC	HELIPASS	4024985	September 13, 2011	USA
PHI, Inc.		823,691,284 (IC 039)	September 29, 2017	Brazil
PHI, Inc.		823,691,292 (IC 012)	September 29, 2017	Brazil