

R



102453567

Tab settings

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. **5-16-03**

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: May 16, 2003

2. Name and address of receiving party(ies)
Name: PNC Bank National Association
Internal
Address:

Street Address: 2 N. Lake Avenue, Suite 440

City: Pasadena State: CA Zip: 91101

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,142,111
~~1,149,162~~

Additional number(s) attached Yes No

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

Internal Address: Manatt, Phelps & Phillips, LLP

Street Address: 11355 W. Olympic Boulevard

City: Los Angeles State: CA Zip: 90064

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:

DA 131 241

(Attach duplicate copy of this page if paying by deposit account)

05/20/2003 TDIAZ1 00000210 131241 1142111
01 FC:0521 40.00 CH
02 FC:0522 25.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jill M. Pietrini
Name of Person Signing

Signature

May 16, 2003
Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 16, 2003 (the "Trademark Security Agreement"), is entered into by and between EVERGREEN INTERNATIONAL AVIATION, INC., an Oregon corporation ("Pledgor"), and PNC BANK NATIONAL ASSOCIATION ("Agent"), as agent for the Lenders (as defined below).

WHEREAS, Pledgor now owns or holds and may hereafter acquire or hold Trademarks (defined as all of the following: all common law and registered trademarks and service marks, trade names, fictitious business names, domain names, and other source of business or product identifiers now owned or hereafter acquired, all registrations, pending registrations and recordings thereof, and all applications in connection therewith, all of the goodwill of the business connected with the use of, and symbolized by, the foregoing, and any and all causes of action which have existed, exist now or may exist in the future by reason of infringement or dilution of the foregoing or injury to the associated goodwill thereof, including, without limitation, the Trademarks listed on Schedule A, as such Schedule shall be amended by Pledgor from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired);

WHEREAS, Pledgor has entered into that certain Credit, Guaranty and Security Agreement, dated as of even date herewith (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Agreement"), by and among Pledgor, Evergreen Holdings, Inc., an Oregon corporation ("Holdings"), of which Borrower is a wholly-owned subsidiary, the various subsidiaries (direct or indirect) of Pledgor and Holdings, which are now or which thereafter become parties thereto, each of the financial institutions which is now or which thereafter becomes parties thereto as lender (collectively, the "Lenders"), and Agent. Capitalized terms used herein without meaning shall have the meanings ascribed to them in the Agreement; and

WHEREAS, pursuant to Section 4.1 of the Agreement, Pledgor has granted to Agent a security interest in and to certain personal property of Pledgor including, without limitation, Pledgor's right, title and interest in and to Pledgor's Trademarks, whether now owned or existing or hereafter acquired, and all products and proceeds thereof, to secure the prompt payment and performance to Agent and each Lender of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure prompt payment and performance to Agent and each Lender of the Obligations, Pledgor hereby assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each Lender a continuing security interest in and to all of the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wheresoever located:

- (a) each Trademark, including, without limitation, each Trademark referred to in Schedule A;
- (b) all products and proceeds of any of the foregoing.

Pledgor agrees to deliver updated copies of Schedule A within 45 days of the end of any quarter in which Pledgor obtains a registration for, or applies for registration of, any trademark or service mark. Pledgor shall execute and deliver to the Agent, upon request, such documents and agreements as the Agent may, from time to time, reasonably request to carry out the purposes, terms or conditions of this Trademark Security Agreement.

This security interest is granted in conjunction with the security interests granted to Agent pursuant to Section 4.1 of the Agreement. Pledgor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are subject to, and more fully set forth in, the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict between the Agreement and this Trademark Security Agreement, the Agreement controls.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Security Agreement to be duly executed as of May 16, 2003, by its officer thereunto duly authorized.

PNC Bank, National Association
("Agent")

By: Ilan Yehros

Print Name: Ilan Yehros

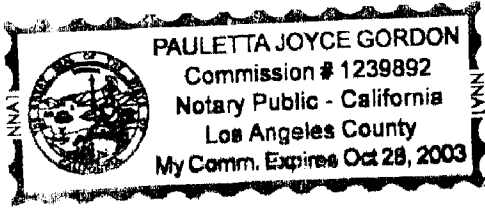
Title: SVP

STATE OF *California*)
COUNTY OF *Los Angeles*)

ss.

On the *16th* day of *May*, in the year 2003, before me personally came *Tan Yehias*, to me known, who, being by me sworn, did say that ~~she~~ he is an Authorized Signatory of Evergreen International Aviation, Inc., which entity is described in, and which entity executed, the above instrument, and that such person signed the above instrument by order of the Board of Directors of Evergreen International Aviation, Inc.

Witness my hand and official seal.



Pauletta Joyce Gordon
Notary Public

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 002736 FRAME: 0747**

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be duly executed as of May 16, 2003, by its officer thereunto duly authorized.

Evergreen International Aviation, Inc.
an Oregon corporation
("Pledgor")

By: 

Print Name: John A. Irwin

Title: Treasurer

STATE OF *Oregon*)
COUNTY OF *Washburn*) ss.

On the *16th* day of *May*, in the year 2003, before me personally came *John H. Swain*, to me known, who, being by me sworn, did say that s/he is an Authorized Signatory of Evergreen International Aviation, Inc., which entity is described in, and which entity executed, the above instrument, and that such person signed the above instrument by order of the Board of Directors of Evergreen International Aviation, Inc.

Witness my hand and official seal.



Marsha Reynolds

Notary Public

TRADEMARKS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
QUALITY WITHOUT COMPROMISE	1,142,111	December 2, 1980
EVERGREEN	1,149,162	March 24, 1981