

06-26-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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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. **6-2503**

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

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: Bank One, National Association
 Internal
 Address: Suite OH1-0181
 Street Address: 1111 Polaris Parkway
 City: Columbus State: Ohio Zip: 43215

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

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)
 N/A

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: Intellectual Property Docketing
 Internal Address: SHEARMAN & STERLING
 Street Address: 599 Lexington Avenue
 City: New York State: NY Zip: 10022

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. If check is missing or otherwise insufficient, charge deposit account number:
50-0324
 (Attach duplicate copy of this page if paying by deposit account)

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.

Keum A. Yoon *Keum A. Yoon* June 20, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

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

06/26/2003 LMUELLER 00000053 1142111

01 FC:8521 40.00 OP
 02 FC:8522 25.00 OP

NYDOCS04/378458.1

TRADEMARK
 REEL: 002764 FRAME: 0823

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 BANK ONE, NATIONAL ASSOCIATION ("Collateral Agent"), as collateral agent for the Secured Parties (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 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 Pledgor is a wholly-owned subsidiary, the various subsidiaries (direct or indirect) of Pledgor and Holdings, which are now or which thereafter become parties thereto and the Collateral Agent. Capitalized terms used herein without meaning shall have the meanings ascribed to them in the Agreement; and

WHEREAS, pursuant to Section 2.1 of the Agreement, Pledgor has granted to the Collateral 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 the Collateral Agent and each Secured Party 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 the Collateral Agent and each Secured Party of the Obligations, Pledgor hereby assigns, pledges and grants to the Collateral Agent for its benefit and for the ratable benefit of each Secured Party 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 Collateral Agent, upon request, such documents and agreements as the Collateral 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 the Collateral Agent pursuant to Section 2.1 of the Agreement. Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Collateral 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. In addition, pursuant to the terms of an Intercreditor Agreement, dated as of May 16, 2003, the security interests evidenced hereby are subject to, and expressly subordinated to, liens in favor of PNC Bank, National Association, as senior collateral agent.

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THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

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: Gwenna Wootress

Title: Corporate Secretary

BANK ONE, NATIONAL ASSOCIATION
("Collateral Agent")

By: _____

Print Name: _____

Title: _____

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

By: _____

Print Name: _____

Title: _____

BANK ONE, NATIONAL ASSOCIATION
("Collateral Agent")

By:  _____

Print Name: David B. Knox

Title: Vice President

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