

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MD Helicopters Inc		08/31/2004	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	Joep A.J. Van Den Nieuwenhuijzen
Street Address:	c/o 4555 E. McDowell
City:	Mesa
State/Country:	ARIZONA
Postal Code:	85215
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2475222	MD HELICOPTERS
Registration Number:	2781004	MD900
Registration Number:	2178806	MD600N
Registration Number:	2025729	MD 530F
Registration Number:	2025685	MD 520N
Registration Number:	2027211	MD 500E
Serial Number:	78348717	MD EXPLORER

CORRESPONDENCE DATA

Fax Number: (602)266-5369
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (602) 248-7600
 Email: bjs@rglaw.com
 Correspondent Name: Bradley J. Stevens
 Address Line 1: 3300 N. Central Ave. #1800
 Address Line 4: Phoenix, ARIZONA 85012

ATTORNEY DOCKET NUMBER:	27358.001
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CH \$190.00 2475222

NAME OF SUBMITTER:

Bradley J. Stevens

Total Attachments: 1

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FIRST AMENDED SECURITY AGREEMENT

THIS FIRST AMENDED SECURITY AGREEMENT (this "Agreement") amends and supercedes the Security Agreement made and entered into on August 31, 2004, by and between MD HELICOPTERS, INC., an Arizona corporation ("Borrower") and JOEP A. J. V AN DEN NIEUWENHUIJZEN, an individual (together with his heirs, executors, trustees, legal representatives, successors and assigns, "Junior Creditor").

1. SECURITY INTEREST

Borrower hereby grants to Junior Creditor a security interest (the "Security Interest") in all property, or right, title and interests in property, of Borrower, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Collateral"), including, without limitation:

(a) currently existing and hereafter arising accounts, contract rights and all other forms of obligations owing to Borrower arising out of the sale or lease of goods or the rendition of services by Borrower, irrespective of whether earned by performance, and any and all credit insurance, guaranties, or security therefor (collectively "Accounts");

(b) books and records including: ledgers, records indicating, summarizing or evidencing Borrower's properties or assets (including the collateral) or liabilities; all information relating to Borrower's business, operations or financial condition; and all computer programs, disc or tape files, printouts, runs or other computer prepared information (collectively "Books and Records");

(c) present and hereafter acquired machinery, machine tools, motors, equipment, furniture, furnishings, fixtures, vehicles (including motor vehicles and trailers), tools, parts, dies, jigs, goods (other than consumer goods, farm products or Inventory), wherever located, and any interest of Borrower in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the foregoing, wherever located (collectively "Equipment");

(d) present and future intangibles and other personal property (including contract rights, rights arising under common law, statutes, or regulations, things in action, goodwill, patents, trade names, trademarks, servicemarks, copyrights, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, right to payment and other rights under any royalty or licensing agreements, infringements, claims, computer programs, information contained on computer discs or tapes, literature, reports, catalogs, deposit accounts, insurance premium rebates, tax refunds, and tax refund claims) other than goods, Accounts, and Negotiable Collateral (collectively, "General Intangibles");