

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED ASSIGNMENT AND ASSUMPTION AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.P. Morgan Trust Company		05/26/2006	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Law Debenture Trust Company of New York		
Street Address:	767 Third Avenue		
Internal Address:	31st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78436521	EVERGREEN SUPERTANKER	
Registration Number:	1142111	QUALITY WITHOUT COMPROMISE	
Registration Number:	1149162	EVERGREEN	
CORRESPONDENCE DATA			
Fax Number:	(617)856-8201		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 2:	Brown Rudnick Berlack Israels LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	25224/3		

TRADEMARK

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NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	06/01/2006
<p>Total Attachments: 6</p> <p>source=25224-3agr#page1.tif</p> <p>source=25224-3agr#page2.tif</p> <p>source=25224-3agr#page3.tif</p> <p>source=25224-3agr#page4.tif</p> <p>source=25224-3agr#page5.tif</p> <p>source=25224-3agr#page6.tif</p>	

**AMENDED AND RESTATED ASSIGNMENT AND ASSUMPTION  
AGREEMENT**

This AMENDED AND RESTATED ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") entered by and between J.P. Morgan Trust Company, National Association, as assignor (the "Assignor"), and Law Debenture Trust Company of New York, as assignee (the "Assignee"), dated as of 26<sup>th</sup> day of May, 2006 and effective as of the 7<sup>th</sup> day of March 2006.

WHEREAS, Assignor, as assignee, and Bank One, National Association, as assignor, are parties to that certain Assignment and Assumption Agreement dated October 16, 2004, as assignee, (the "Assignment and Assumption Agreement"), as more particularly described in Annex I attached hereto;

WHEREAS, Evergreen International Aviation, Inc., as Borrower, Evergreen Holdings Inc., as Parent Company, certain Related Trusts and certain of the subsidiaries of the Borrower and the Parent Company, including Evergreen International Airlines, Inc., Evergreen Equity, Inc., Evergreen Helicopters of Alaska, Inc. and Evergreen Helicopters, Inc., as debtors (collectively, the "Debtors"), and the Assignor, as successor Collateral Agent to Bank One, National Association, as secured party, are parties to (a) that certain Security Agreement dated as of May 16, 2003 (as amended to date, the "Security Agreement"), (b) that certain Intercreditor Agreement dated as of May 13, 2004 ("Intercreditor Agreement"), both as more particularly described in Annex I attached hereto, (c) that certain Indenture dated as of May 16, 2003, as amended ("Indenture") and (d) certain of the Other Documents (as defined in the Security Agreement) (the Other Documents to which Assignor is a party or otherwise bound or pursuant to which Assignor was granted rights and/or interests or given obligations, the Security Agreement, the Intercreditor Agreement, the Indenture and the Assignment and Assumption Agreement, collectively, the "Agreements"), with respect to the collateral described therein;

WHEREAS, Assignor and Assignee are party to that certain Assignment and Assumption Agreement dated as of March 7, 2006 ("Second Assignment and Assumption Agreement");

WHEREAS, the Assignor and Assignee have agreed to amend and restate the Second Assignment and Assumption Agreement pursuant to the terms and conditions hereof.

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Agreements. The Assignor hereby assigns, transfers and conveys to the Assignee, without recourse, representation or warranty, all of its rights, interests, duties, obligations and liabilities in, to and under the Agreements.

2. Assumption of Agreements. The Assignee hereby accepts the assignment contained in Section 1 and assumes all of the duties, obligations and liabilities of the Assignor in, to and under the Agreements to the same extent as if the Assignee had executed the Agreements. The Assignee hereby agrees to be bound by the terms and provisions of the Agreements and accepts all of the Assignor's rights, interests, duties, obligations and liabilities thereunder.

3. Governing Law. This Assignment is being delivered in the State of New York. This Assignment shall in all respects be governed by, and construed in accordance with, the internal substantive laws of the State of New York, including all matters of construction, validity or interpretation of this Assignment.

4. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

5. Binding Agreement. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

6. Amended and Restated. This Assignment amends, restates and replaces the Second Assignment and Assumption Agreement.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above provided that this Assignment shall be effective as of March 7, 2006.

J.P. MORGAN TRUST COMPANY,  
NATIONAL ASSOCIATION

By: Mary Jane Henson  
Print Name: MARY JANE HENSON  
Title: VICE PRESIDENT

Assignor

LAW DEBENTURE TRUST COMPANY  
OF NEW YORK

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignee

*Signature Page to Amended and Restated Assignment and Assumption Agreement*


IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above provided that this Assignment shall be effective as of March 7, 2006.

J.P. MORGAN TRUST COMPANY,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignor

LAW DEBENTURE TRUST COMPANY  
OF NEW YORK

By:  \_\_\_\_\_  
Print Name: Adam Berman  
Title: Vice President

Assignee

*Signature Page to Amended and Restated Assignment and Assumption Agreement*

Annex I to Amended and Restated  
Assignment and Assumption Agreement

Description of Agreement

Security Agreement dated May 16, 2003 among Bank One, National Association, as Collateral Agent, Evergreen International Aviation, Inc., as Borrower, Evergreen Holdings Inc., as Parent Company, certain Related Trusts and certain of the subsidiaries of the Borrower and the Parent Company, including Evergreen International Airlines, Inc., Evergreen Equity, Inc., Evergreen Helicopters of Alaska, Inc. and Evergreen Helicopters, Inc., as amended to date, which was recorded by the Federal Aviation Administration on June 12, 2003 and assigned Conveyance No. JJ001560.

Intercreditor Agreement dated as of May 13, 2004 between J.P. Morgan Trust Company, National Association, as Junior Collateral Agent, as successor to Bank One, National Association, and Wells Fargo Foothill, Inc., as Senior Agent, which was recorded by the Federal Aviation Administration on June 17, 2004 and assigned Conveyance No. R064800.

Assignment and Assumption Agreement dated October 16, 2004 among Bank One, National Association, as assignor, and J.P. Morgan Trust Company, National Association, as assignee, which was recorded by the Federal Aviation Administration on June 17, 2004 and assigned Conveyance No. R064796.

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# **SCHEDULE 1**

<b>No.</b>	<b>Trademark</b>	<b>Current Owner</b>	<b>Reg. No. App. No.</b>
<b>1.</b>	EVERGREEN SUPERTANKER	Evergreen International Aviation, Inc.	78/436,521
<b>2.</b>	QUALITY WITHOUT COMPROMISE	Evergreen International Aviation, Inc.	1,142,111
<b>3.</b>	EVERGREEN	Evergreen International Aviation, Inc.	1,149,162