

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
Bristow Broup Inc.	FORMERLY Offshore Logistics, Inc.	08/03/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Collateral Agent		
Street Address:	303 Peachtree Street, N.E.		
Internal Address:	25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78770990	BRISTOW	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404.572.2611		
Email:	vfitzpatrick@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	c/o Vandy F. Fitzpatrick		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Vandy F. Fitzpatrick		
Signature:	/s/ Vandy F. Fitzpatrick		
Date:	08/03/2006		

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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 3, 2006 (this "Agreement"), executed by BRISTOW GROUP INC., a Delaware Corporation, (the "Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, as administrative agent ("Administrative Agent"), on its behalf and on behalf of (a) each of the banks and other lending institutions (collectively, the "Lenders") from time to time party to the Revolving Credit Agreement, dated as of the date hereof, by and among Grantor, the Lenders, and SunTrust Bank, as Administrative Agent, Issuing Bank and Swingline Lender (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") and (b) JPMorgan Chase Bank, N.A., as the letter of credit issuing bank (the "LCF Issuing Bank"), and the other banks and lending institutions (collectively, the "LCF Lenders") from time to time party to the Letter of Credit Facility Agreement, dated as of the date hereof, among Grantor, the LCF Issuing Bank, the LCF Lenders, and SunTrust Bank, as Administrative Agent (the "LCF Administrative Agent") (as amended, restated, supplemented or otherwise modified, the "Letter of Credit Facility").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to establish a revolving credit facility in favor of the Grantor; and

WHEREAS, pursuant to the Letter of Credit Facility, the LCF Lenders have agreed to provide a letter of credit facility in favor of the Grantor; and

WHEREAS, Grantor has entered into a Security Agreement (the "Security Agreement"), pursuant to which Grantor has granted to Collateral Agent, a continuing Security Interest in, among other things, the Intellectual Property of Grantor, including, without limitation, (a) all of Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires rights and wherever located; (b) all of Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations; and

WHEREAS, it is a condition precedent to the Credit Agreement and the Letter of Credit Facility that Grantor grants to Collateral Agent, for its benefit and the benefit of the Facilities Lenders, a security interest in the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit

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Agreement, the Security Agreement or this Agreement. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule 6 of the Perfection Certificate.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business associated with or symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Secured Obligations, Grantor hereby grants and conveys a Security Interest to Collateral Agent, for its benefit and the benefit of the Lenders, in all of Grantor’s right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires rights (other than Trademark Licenses) and wherever located (except any jurisdiction in which the grant of a Security Interest in Trademarks is prohibited) and the goodwill of the business of Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by Grantor or in which Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a Security Interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule 6 of the Perfection Certificate; and

(c) all products and Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto or in Schedule 6 of the Perfection Certificate.

3. Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of Grantor with respect to the Property and the rights and remedies of Collateral Agent with respect to the Security Interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Security Agreement or in accordance with Section 12 of the Security Agreement. The Property is also subject to release in accordance with Section 12 of the Security Agreement. At any time and from time to time prior to such termination or release, Collateral Agent may terminate its Security Interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from Grantor, Collateral Agent shall, at the expense of Grantor, execute and deliver to Grantor all documents as Grantor may reasonably request (but without recourse or warranty by Collateral Agent or any Lender) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and Grantor shall comply with the terms of the Credit Agreement and the Security Agreement with respect to such new Trademark or Trademark License. Grantor authorizes Collateral Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. Grantor further agrees that (a) neither Collateral Agent nor any Lender shall have any obligation or responsibility to protect, defend, file, prosecute or maintain the Property and Grantor shall at its own expense protect, defend, file, prosecute, obtain and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement and the Security Agreement, (b) Grantor shall forthwith advise Collateral Agent promptly in writing upon detection of infringements of any of the Property being used in Grantor's businesses and (c) if Grantor fails to comply with the requirements of the preceding clause (a), Collateral Agent or any Lender may do so in Grantor's name or in its own name, but in any case at Grantor's expense, and Grantor hereby agrees to reimburse Collateral Agent and the Lenders for all expenses incurred by Collateral Agent or such Lender, including reasonable attorneys' fees, actually incurred by Collateral Agent and the Lenders in protecting, defending and maintaining the Property.

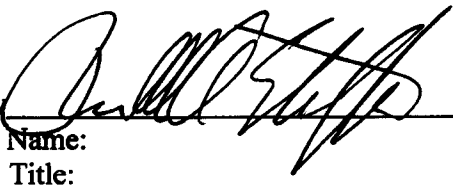
7. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

8. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed under seal and by its duly authorized officer as of the date first above written.

BRISTOW GROUP INC.

By  _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
)
COUNTY OF Harris)

ss.

On this 1st day of August, 2006 before me personally Randall A. Staffor proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BRISTOW GROUP INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Marilyn B. Komalski
Notary Public

{seal}



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Acknowledged By:

SUNTRUST BANK,
as Collateral Agent:

By Joe McCree
Name: Joe McCree
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

Trademark Security Agreement

Bristow Group, Inc.

I. Trademark Registrations and Applications:

Trademark	Serial Number	Country
BRISTOW (word mark)	78770990	U.S.