

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evergreen International Aviation, Inc.		10/31/2006	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Credit Suisse		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1149162	EVERGREEN	
Registration Number:	1142111	QUALITY WITHOUT COMPROMISE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0059 (2ND-EIAI)		
NAME OF SUBMITTER:	Anna T Kwan		
Signature:	/Anna T Kwan/		

OP \$65.00 1149162

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TRADEMARK
REEL: 003423 FRAME: 0027

Date:

11/07/2006

Total Attachments: 7

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 31, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the “Second Lien Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Credit Suisse, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Second Lien Guarantee and Collateral Agreement referred to below).

WHEREAS, Evergreen International Aviation, Inc., an Oregon corporation (the “Borrower”) and Evergreen Holdings, Inc., an Oregon corporation (“Holdings”), have entered into a Second Lien Credit Agreement, dated as of October 31, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the “Second Lien Credit Agreement”), with the Lenders (as defined in the Second Lien Credit Agreement) from time to time party thereto, and Credit Suisse, as administrative agent, and the Collateral Agent.

WHEREAS, the obligations of the Lenders to extend credit to the Borrower are subject to the terms and conditions set forth in the Second Lien Credit Agreement and are conditioned upon, among other things, (i) the execution and delivery by the Grantors of that certain Second Lien Guarantee and Collateral Agreement, dated as of October 31, 2006, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “Second Lien Guarantee and Collateral Agreement”) and (ii) the execution by the parties thereto of that certain Intercreditor Agreement among the Borrower, Holdings, the Subsidiaries (as defined therein) of the Borrower party thereto, Credit Suisse, as First Lien Collateral Agent (as defined therein), and Credit Suisse, as Second Lien Collateral Agent (as defined therein), dated as of October 31, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the “Intercreditor Agreement”). Capitalized terms used and not defined herein have the meanings given such terms in the Second Lien Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Second Lien Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property, of the Grantors to the Collateral Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Second Lien Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, it is the understanding of the parties, that notwithstanding anything herein to the contrary, (i) the Security Interest granted pursuant to the Second Lien Guarantee and Collateral Agreement shall, prior to the Discharge of First Lien Obligations (as defined in the Intercreditor Agreement), be subject and subordinate to the Liens (as defined in the Intercreditor Agreement) granted to the First Lien Collateral Agent for the benefit of the holders of the First Lien Obligations to secure the First Lien Obligations pursuant to the First Lien Guarantee and Collateral Agreement and (ii) the exercise of any rights or remedies by the

Collateral Agent and the other Secured Parties is subject to the provisions of the Intercreditor Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all of the following (the "Intellectual Property Collateral"), as security for the payment or performance, as the case may be, in full of the Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions and misappropriations thereof, (iii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, (iv) in each case above, all goodwill associated therewith or symbolized thereby and (v) all other assets, rights and interests that uniquely reflect or embody such goodwill (collectively, the "Trademarks");

(b) (i) all letters patent of the United States or the equivalent thereof in any other country, all recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all reissues, continuations, divisions, continuations-in-part, renewals, substitutes, improvements thereon or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, have made, use, import, sell and/or offer to sell the inventions disclosed or claimed therein and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, whether or not the underlying works of authorship have been published; all works of authorship and other intellectual property rights therein; all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights; all right title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, (ii) all registrations, applications for registration and renewals of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed

on Schedule III, (iii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements thereof and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Copyrights”); and

(d) any and all Proceeds of the forgoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Second Lien Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Second Lien Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law.

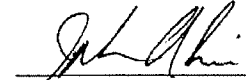
This Second Lien Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Second Lien Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Second Lien Guarantee and Collateral Agreement, the Second Lien Credit Agreement and the Intercreditor Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Guarantee and Collateral Agreement, the Second Lien Credit Agreement and the Intercreditor Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Lien Intellectual Property Security Agreement are in conflict or inconsistent with the Second Lien Guarantee and Collateral Agreement, the Second Lien Credit Agreement or the Intercreditor Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement, the Second Lien Credit Agreement or the Intercreditor Agreement shall govern.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Second Lien Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

EVERGREEN INTERNATIONAL AVIATION, INC.


By: 
Name: John A. Irwin
Title: Chief Financial Officer

EVERGREEN HOLDINGS, INC.

By: 
Name: John A. Irwin
Title: Chief Financial Officer

STATE OF Oregon)
COUNTY OF Jamhill) ss.:

On this 30 day of October, 2006, before me personally appeared John A. Irwin proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.


Notary Public

My commission expires: 11-9-07



Schedule I
to the Second Lien
Intellectual Property
Security Agreement

Trademarks

Evergreen Holdings, Inc.

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
EVERGREEN	March 5, 1991	1636629

Evergreen International Aviation, Inc.

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
EVERGREEN	March 24, 1981	1149162
QUALITY WITHOUT COMPROMISE	December 2, 1980	1142111

Schedule II
to the Second Lien
Intellectual Property
Security Agreement

Patents

Evergreen Holdings, Inc.

None.

Evergreen International Aviation, Inc.

<u>Patent</u>	<u>Patent Date</u>	<u>Patent No.</u>
Aerial Delivery System	June 14, 2004	10867571

Schedule III
to the Second Lien
Intellectual Property
Security Agreement

Copyrights

Evergreen Holdings, Inc.

None.

Evergreen International Aviation, Inc.

None.