

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.		06/05/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Patriarch Partners Agency Services LLC		
Street Address:	227 West Trade Street, Suite 1400		
Internal Address:	Attn: Loan Administration/MDHI		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77377621	MD POWER	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	613166		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/Jean Paterson/		

CH \$40.00 77377621

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TRADEMARK
REEL: 003796 FRAME: 0974

Date:

06/17/2008

Total Attachments: 4

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MD Helicopters, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Arizona
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

- ☐ Yes
☒ No

Additional names, addresses, or citizenship attached?

Name: Patriarch Partners Agency Services LLC

Internal _____

Address: Attention: Loan Administration / MDHI

Street Address: 227 West Trade Street, Suite 1400

City: Charlotte

State: NC

Country: USA Zip: 28202

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other LLC Citizenship Delaware

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) June 5, 2008

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
77/377,621

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

MD Power

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Crystal T. Taylor

Internal Address: Purrington Moody Weil LLP

Street Address: 201 North Church Street, Suite 200

City: Greensboro

State: NC Zip: 27401

Phone Number: 336-510-5880

Fax Number: 336-510-5888

Email Address: ctaylor@purringtonmoody.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Crystal T. Taylor

Signature

June 16, 2008

Date

Crystal T. Taylor

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Assignment"), is made by and between MD HELICOPTERS, INC., an Arizona corporation ("Grantor"), and PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as agent (in such capacity, the "Agent") for itself and the Lenders referenced below.

WHEREAS, Grantor has adopted, used and is using, and is the sole owner of the marks set forth on Schedule 1 hereof (collectively, the "Marks");

WHEREAS, under the terms of, and as a condition precedent to the effectiveness of, that certain Credit Agreement, dated as of July 8, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, as borrower thereunder, and the financial institutions from time to time lenders thereunder (collectively, the "Lenders"), and Agent, the Grantor entered into the Security Agreement dated as of even date therewith (the "Security Agreement");

WHEREAS, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Grantor pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in certain collateral, including the Marks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Grantor hereby pledges, assigns, hypothecates and transfers, and grants to the Agent, for itself and for the benefit of the Lenders, a continuing security interest and lien in and to the Marks and all registrations and applications for registrations of the Marks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Marks and together with all of Grantor's right to sue and recover for infringement of the Marks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.



Notwithstanding anything to the contrary contained herein, Grantor and Agent acknowledge and agree that this Assignment and the security interests and liens in favor of Agent and the rights and obligations of the parties hereunder are subject to the terms and conditions of the Intercreditor Agreement (as such term is defined in the Credit Agreement). In the event of any conflict between the terms and provisions of this Assignment and the terms and provisions of the Intercreditor Agreement, the terms and provisions of the Intercreditor Agreement shall control.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Grantor.

MD HELICOPTERS, INC.

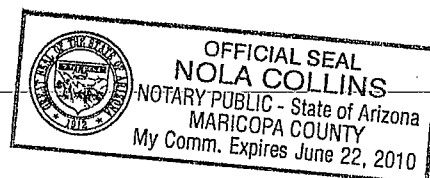
By: J. Randall Walti
Name: J. Randall Walti
Title: Secretary & General Counsel

STATE OF ARIZONA

COUNTY OF MARICOPA

This instrument was acknowledged before me this 5th day of June, 2008.
In witness whereof I herewith set my hand and official seal.

Nola Collins
Nola Collins, Notary Public





SCHEDULE I

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

U.S. Federally Registered Trademarks

Trademark Name	Registration Number	Serial Number	Registration Date	Declaration of Use Affidavit Due Date	Renewal Date
MD900	2,781,004	75/896,020	11/11/2003	11/11/2009	11/11/2013
MD EXPLORER	2,932,985	78/348,717	3/15/2005	3/15/2011	3/15/2015
MD HELICOPTERS	2,475,222	75/867,618	8/7/2001	8/7/2007	8/7/2011
MD 530F	2,025,729	75/066,549	12/24/1996	12/24/2002	12/24/2016
MD 500E	2,027,211	75/059,351	12/31/1996	12/31/2002	12/31/2016
MD 520N	2,025,685	75/059,190	12/24/1996	12/24/2002	12/24/2016
MD600N	2,178,806	74,669,077	8/4/1998	8/4/2004	8/4/2018

U.S. Federal Trademark Applications

Trademark Name	Registration Number	Application/ Serial Number	Registration Date	Declaration of Use Affidavit Due Date	Renewal Date
MD POWER		77/377,621	Application Filing Date: 1/22/2008		