

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evergreen International Aviation, Inc.		03/25/2013	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85157524	EVERGREEN	
Serial Number:	77796954	EVERGREEN SUPERTANKER	
CORRESPONDENCE DATA			
Fax Number:	6172359492		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617 951-7000		
Email:	mdipalma@ropesgray.com		
Correspondent Name:	Ropes & Gray LLP		
Address Line 1:	Prudential Tower 800 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	107024-0023		
NAME OF SUBMITTER:	Mary Jane DiPalma		
Signature:	/Mary Jane DiPalma/		

TRADEMARK

Date:

03/28/2013

Total Attachments: 7

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EXECUTION VERSION

**SUPPLEMENTAL SECOND LIEN INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This SUPPLEMENTAL SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 25, 2013 (as amended, supplemented, replaced or otherwise modified from time to time, the “Supplemental Second Lien Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Wilmington Trust, National Association, 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 an Amended and Restated Second Lien Credit Agreement, dated as of June 30, 2011 (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 Wilmington Trust, National Association, as administrative agent and 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 successor to Credit Suisse) (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, Wells Fargo Bank Northwest, N.A. (as successor to Credit Suisse), as First Lien Collateral Agent (as defined therein), and the Collateral Agent (as successor to 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 Supplemental 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 Collateral Agreement and (ii) the exercise of any rights or remedies by the Collateral Agent and the 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 Supplemental Second Lien Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Supplemental 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 Supplemental 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 Supplemental 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 Guarantee and 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 Supplemental Second Lien Intellectual Property Security Agreement are in conflict 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 First 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 Supplemental 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: _____

Title: _____

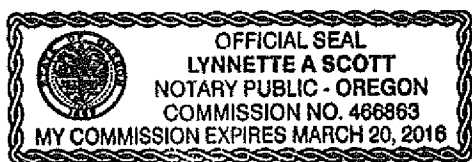


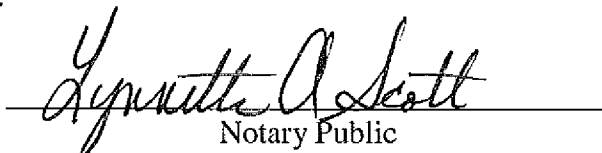
Ryan Smith

CFO

STATE OF Oregon)
) ss.:
COUNTY OF Yamhill)

On this 25th day of March, 20 13, before me personally appeared Ryan Smith 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: March 20, 2016

**Schedule I
to the Supplemental Second Lien
Intellectual Property
Security Agreement**

Trademarks

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Liens
United States	EVERGREEN and design	(85,157,524)	(10/20/2010)	Evergreen International Aviation, Inc.	Application
United States	EVERGREEN SUPERTANKER	(77,796,954)	(8/4/2009)	Evergreen International Aviation, Inc.	Application

**Schedule II
to the Supplemental Second Lien
Intellectual Property
Security Agreement**

Patents

Country	Title	Patent No. (App No.)	Issue Date (Filing Date)	Record Owner	Status
United States	Enhanced aerial delivery system	8,079,551	12/20/2011	Evergreen International Aviation, Inc.	Issued
United States	Enhanced aerial delivery system	8,066,223	11/29/2011	Evergreen International Aviation, Inc.	Issued

**Schedule III
to the Supplemental Second Lien
Intellectual Property
Security Agreement**

Copyrights

None.