

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunTrust Bank, as Administrative Agent		04/15/2013	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Bristow Group Inc.		
Street Address:	2103 City West Boulevard, 4th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77042		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78770990	BRISTOW	
Serial Number:	76673333	BRISTOW ACADEMY	
Serial Number:	76669397		
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-3458		
Email:	slake@kslaw.com		
Correspondent Name:	Susan Lake, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	52990-015872		

NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	04/23/2013
Total Attachments: 3 source=Release of TSA (364-Day Agreement) (Bristow) Execution Copy#page1.tif source=Release of TSA (364-Day Agreement) (Bristow) Execution Copy#page2.tif source=Release of TSA (364-Day Agreement) (Bristow) Execution Copy#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("**Release**"), effective as of this 15th day of April, 2013, is given by **SUNTRUST BANK**, a Georgia bank, with an address at 303 Peachtree Street N.E., 25th floor, Atlanta, Georgia, 30308, as Administrative Agent ("**Agent**") to **BRISTOW GROUP, INC.**, a Delaware corporation, with its principal office at 2103 City West Blvd., 4th Floor, Houston, Texas 77042 (the "**Grantor**"), as follows:

W I T N E S S E T H

WHEREAS, pursuant to that certain 364-Day Term Loan Credit Agreement dated as of October 1, 2012 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**;" capitalized terms used and not otherwise defined in this Release shall have the meanings specified in the Credit Agreement) among the Grantor, as the Borrower, the Lenders and the Agent, as Administrative Agent, the Lenders have agreed to make certain financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor executed that certain Security Agreement, dated as of October 1, 2012 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**") and granted to the Agent for its benefit and the benefit of the other Secured Parties a continuing priority security interest in and to all of Grantor's right, title and interest in all United States trademarks, trademark registrations and trademark applications and any renewals thereof, including as set forth on Schedule A attached hereto (collectively, the "**Trademarks**") to secure the Secured Obligations;

WHEREAS, in furtherance of the Security Agreement, the Grantor executed a Trademark Security Agreement, dated October 1, 2012 (the "**Trademark Security Agreement**"), which was duly recorded on October 1, 2012, at Reel 4870 / Frame 0156 in the United States Patent and Trademark Office;

WHEREAS, in connection with the satisfaction in full of the Obligations under, and the termination of, the Credit Agreement, the Agent wishes to release and restore all right, title and interest in and to the Trademarks to the Grantor and to dissolve those Liens and encumbrances created by the Trademark Security Agreement and the Security Agreement in respect of the Trademarks.

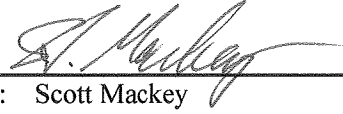
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby absolutely, unconditionally and irrevocably grants, assigns and conveys, without recourse or warranty, to the Grantor all of its right, title and interest in the Trademarks under the Security Agreement and the Trademark Security Agreement (including, without limitation, the goodwill of the business symbolized by such Trademarks), and terminates, releases, discharges, quitclaims and relinquishes unto the Grantors any and all security interests or liens it has against the Trademarks in its capacity as Administrative Agent under the Credit Agreement.

For the avoidance of doubt, this release shall not affect the rights of Agent under that certain Amended and Restated Trademark Security Agreement, dated November 30, 2010, which was duly recorded on November 30, 2010, at Reel 4422 / Frame 0513 in the United States Patent and Trademark Office, and the Security Agreement and Credit Agreement referenced therein.

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IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this Release to be executed under seal on the date first written above.

SUNTRUST BANK, as Administrative Agent

A handwritten signature in cursive script, appearing to read "S. Mackey", is written over a horizontal line.

By: Scott Mackey
Title: Director

SCHEDULE A
U.S. TRADEMARK REGISTRATIONS

Released Trademarks

GRANTOR	TRADEMARK	REG. / APP. NO.
Bristow Group Inc.	Bristow	78770990
Bristow Group Inc.	Bristow Academy	76673333
Bristow Group Inc.	[Design Only]	76669397