

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
Helicopter Consultants of Maui, LLC		12/13/2013	LIMITED LIABILITY COMPANY: HAWAII
RECEIVING PARTY DATA			
Name:	Keybank National Association, administrative agent		
Street Address:	1675 Broadway, Suite 300		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2202654	BLUE HAWAIIAN HELICOPTERS	
Registration Number:	2147847	BLUE HAWAIIAN HELICOPTERS	
Registration Number:	2146548	DREAMS COME TRUE WITH BLUE HAWAIIAN	
Registration Number:	3856300	HAWAII HELICOPTERS	
Registration Number:	3128225		
CORRESPONDENCE DATA			
Fax Number:	3032230988		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(303) 223-1248		
Email:	akrause@bhfs.com		
Correspondent Name:	Ashley Krause		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	006433.0292 12/16/13 DRS		

CH \$140.00 2202654

NAME OF SUBMITTER:	Ashley Krause
Signature:	/ashleykrause/
Date:	12/16/2013
Total Attachments: 8 source=HCM TM Assign#page1.tif source=HCM TM Assign#page2.tif source=HCM TM Assign#page3.tif source=HCM TM Assign#page4.tif source=HCM TM Assign#page5.tif source=HCM TM Assign#page6.tif source=HCM TM Assign#page7.tif source=HCM TM Assign#page8.tif	

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this "Agreement"), dated as of December 13, 2013, is made between HELICOPTER CONSULTANTS OF MAUI, LLC, a Hawaii limited liability company ("Grantor"), and (ii) KEYBANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the Lenders referred to below (in such capacity, the "Agent").

WHEREAS, Grantor, AIR METHODS CORPORATION, a Delaware corporation ("AMC"), ROCKY MOUNTAIN HOLDINGS, L.L.C., a Delaware limited liability company, MERCY AIR SERVICE, INC., a California corporation, LIFENET, INC., a Missouri corporation, FSS AIRHOLDINGS, LLC, a Delaware limited liability company, CJ SYSTEMS AVIATION GROUP, INC., a Pennsylvania corporation, SPECIAL JET SERVICES, LLC, a Delaware limited liability company, AIR METHODS TRANSPORT COMPANY, a Delaware corporation, OF AIR HOLDINGS CORPORATION, a Delaware corporation, OMNIFLIGHT HELICOPTERS, INC., a Texas corporation, OMNIFLIGHT HELICOPTER SERVICES, INC., a Delaware corporation, OMNI TRANSPORT SYSTEMS, ALABAMA, LLC, a Nevada limited liability company, OMNI TRANSPORT SYSTEMS, CHARLESTON, LLC, a Nevada limited liability company, NATIVE AIR SERVICES, INC., a Nevada corporation, NATIVE AMERICAN AIR AMBULANCE, INC., a Nevada corporation, NATIVE AMERICAN AIR AMBULANCE, LLC, a Delaware limited liability company, ENCHANTMENT AVIATION, INC., a New Mexico corporation, OTS (SUB), LLC, an Alabama limited liability company, UNITED ROTORCRAFT SOLUTIONS, LLC, a Texas limited liability company, AIR METHODS WORLDWIDE, INC., a Delaware corporation, AMERICAN JETS, INC., a Florida corporation, AIR METHODS TOURS, INC., a Delaware corporation, BLUE HAWAIIAN HOLDINGS, LLC, a Delaware limited liability company, HAWAII HELICOPTERS, LLC, a Hawaii limited liability company, NEVADA HELICOPTER LEASING LLC, a Nevada limited liability company, AIR REPAIR LIMITED LIABILITY COMPANY, a Hawaii limited liability company, ALII AVIATION, LLC, a Hawaii limited liability company and SUNDANCE HELICOPTERS, INC., a Nevada corporation (collectively, "Borrowers"), have entered into a Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as at any time amended, modified or supplemented, the "Loan Agreement") with Agent and the lenders party thereto (the "Lenders") pursuant to which the Lenders agreed to provide financing to Borrowers (the "Loan");

WHEREAS, pursuant to the Loan Agreement, Grantor has granted to the Agent, for itself and for the ratable benefit of the other Lenders, a security interest in all of Grantor's present and future assets, including the intellectual property identified below, to secure the Indebtedness and to supplement the Agent's security interest in such intellectual property pursuant to the Loan Agreement, Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Indebtedness, Grantor hereby grants, assigns, and conveys to the Agent, for itself and on behalf of and for the ratable benefit of the other Lenders a security interest in all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral;

provided, however, the foregoing Collateral shall not include any rights or interests of Grantor under any licenses, leases or other contracts if and to the extent that the granting of a security interest in such licenses, leases or contract is prohibited as a matter of law (as opposed to a contractual prohibition); provided, further, (i) if any such prohibition is no longer effective, a security interest therein in favor of Agent shall automatically arise hereunder without any further action on the part of Grantor or Agent and (ii) nothing contained herein shall be deemed to limit, impair or otherwise affect Agent's security interest in any rights or interests of Grantor in or to monies due or to become due under any such agreement.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Loan Agreement.

3. Supplement to Loan Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Agreement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Within thirty (30) days of the issuance of any new trademark registration to Grantor or the acquisition or issuance of any patent or copyright registrations or the filing of any application for a trademark, patent or copyright shall give prompt notice in writing to the Agent with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligation under this Section 4, Grantor authorizes the Agent to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from any Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, at the request of the Agent, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Agent may record this Agreement, an abstract thereof, or any other document describing the Agent's interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of Grantor.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor and the Agent and their respective successors and assigns and shall bind any Person who becomes bound as a Grantor under this Agreement.

7. Applicable Law. This Agreement, and the transactions evidenced hereby, shall be governed by, and construed under, the internal laws of the State of Colorado, without regard to principles of conflicts of law, as the same may from time to time be in effect, including, without limitation, the UCC.

8. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Loan Agreement.

9. Severability. The provisions of this Agreement are independent of, and separable from, each other, and no such provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other such provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor render prohibited or unenforceable such provision in any other jurisdiction.

10. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, and by Agent and Grantor on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. A counterpart hereof executed and delivered by facsimile or PDF shall be effective as an original for all applicable purposes.

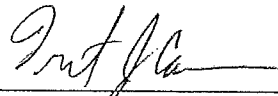
11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Loan Agreement, the provision contained in the Loan Agreement shall govern and control, to the extent of such conflict or inconsistency.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR:

HELICOPTER CONSULTANTS OF MAUI, LLC

By:  _____

Name: Trent J. Carman

Title: Assistant Secretary

Address:

7301 South Peoria Street

Englewood, Colorado 80112


Attn: Trent J. Carman

Phone: 303-792-7591

Facsimile: 303-790-4780

THE AGENT

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Dru Steinly Chiesa
Title: Vice President

Address:
1675 Broadway, Suite 300
Denver, Colorado 80202
Attn: Dru Steinly Chiesa
Phone: 720-904-4509
Facsimile: 720-904-4515

SCHEDULE A

Issued U.S. Patents of the Grantor

<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>
NONE		

Pending U.S. Patent Applications of the Grantor

<u>Serial No.</u>	<u>Inventor</u>	<u>Title</u>
NONE		

SCHEDULE B

U.S. Trademarks of the Grantor

<u>Registration No.</u>	<u>Registered Owner</u>	<u>Mark</u>
2202654	Grantor	BLUE HAWAIIAN HELICOPTERS & Design
2147847	Grantor	BLUE HAWAIIAN HELICOPTERS & Design
2146548	Grantor	DREAMS COME TRUE WITH BLUE HAWAIIAN
3856300	Grantor	HAWAII HELICOPTERS & Design
3128225	Grantor	Miscellaneous Design

Pending U.S. Trademark Applications of the Grantor

<u>Application No.</u>	<u>Applicant</u>	<u>Mark</u>
NONE		