

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299755

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ERA Helicopters, LLC		03/31/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank		
<b>Street Address:</b>	3333 Peachtree Road		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4033635	ERAWATCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	mrussell@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	52990.515005		
<b>NAME OF SUBMITTER:</b>	Mark Russell		
<b>SIGNATURE:</b>	/Mark Russell/		
<b>DATE SIGNED:</b>	03/31/2014		
<b>Total Attachments: 5</b>			
source=Trademark Security Agreement (Era Helicopters, LLC) - Era Group#page1.tif			
source=Trademark Security Agreement (Era Helicopters, LLC) - Era Group#page2.tif			
source=Trademark Security Agreement (Era Helicopters, LLC) - Era Group#page3.tif			
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source=Trademark Security Agreement (Era Helicopters, LLC) - Era Group#page5.tif			

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of March 31, 2014 (this "**Agreement**"), is made by ERA HELICOPTERS, LLC, a Delaware corporation (the "**Grantor**"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Grantee**") for the Creditors (as defined in the Security Agreement referred to below).

**WHEREAS**, ERA GROUP INC., a Delaware corporation (the "**Borrower**"), the lenders from time to time parties thereto (the "**Lenders**") and the Grantee have entered into an amended and restated senior secured revolving credit facility agreement, dated as of March 31, 2014 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "**Credit Agreement**");

**WHEREAS**, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantor, have entered into the Security Agreement, dated as of March 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Grantee for the benefit of the Creditors; and

**WHEREAS**, the Security Agreement requires the Grantor to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1**      **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Security Agreement.

**Section 2**      **Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Grantee for the benefit of the Creditors, and grants to the Grantee for the benefit of the Creditors a security interest in, all of its right, title and interest in, to and under the following Collateral (the "**Trademark Collateral**"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3**      **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the

Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

**Section 4**      **Representation and Warranty.**    Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

**Section 5**      **Grantor Remains Liable.**    The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**Section 6**      **Counterparts.**    This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7**      **Governing Law.**    This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ERA HELICOPTERS, LLC**

By:  \_\_\_\_\_

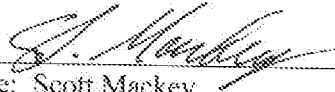
Name: Christopher Bradshaw

Title: Executive Vice President and Chief Financial  
Officer

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK**

By:   
Name: Scott Mackey  
Title: Director

SCHEDULE I

Trademarks

<u>Trademark</u>	<u>Status</u>	<u>Goods and Services</u>	<u>Owner Name</u>	<u>Jurisdiction</u>
<p>ERAWATCH</p> <p><b>ERAWATCH</b></p> <p><b>App</b> 85099237 <b>Reg</b> 4033635</p>	<p>Registered <b>Reg</b> 04-OCT-2011</p>	<p><b>INT. CL. 42</b> SCIENTIFIC AND TECHNOLOGICAL SERVICES, NAMELY, PROVIDING A WEBSITE THAT ENABLES USERS TO DETERMINE AIRCRAFT AND VESSEL LOCATIONS, FLIGHT TRACK AND NAVIGATIONAL HISTORY, WEATHER AND ENVIRONMENTAL CONDITIONS, AND FACILITY LOCATIONS FOR THE PURPOSE OF EFFICIENTLY DEPLOYING EMERGENCY RESPONSE RESOURCES</p>	<p>ERA HELICOPTERS, LLC</p>	<p>U.S.</p>
<p>ERA HELICOPTERS <b>Reg</b> 585881</p>	<p>Registered (LA) <b>Reg</b> 15-FEB-2005</p>	<p>Helicopter service</p>	<p>ERA HELICOPTERS, LLC</p>	<p>Louisiana</p>
<p>ERA <b>Reg</b> 585882</p>	<p>Registered (LA) <b>Reg</b> 15-FEB-2005</p>	<p>Helicopter services</p>	<p>ERA HELICOPTERS, LLC</p>	<p>Louisiana</p>