

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ERA Group, Inc.		03/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	3333 Peachtree Road		
Internal Address:	8th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4137047	FLYING IS OUR PASSION, SAFETY IS OUR MIS	
Registration Number:	4130909	ERA	
Registration Number:	4130904	ERA	
Registration Number:	4130905	ERA	
Registration Number:	3361656	ERA MED LLC	
Registration Number:	3231087	ERA	
Registration Number:	2435620	ERA	
Registration Number:	2305559	ERA AVIATION	
Registration Number:	1573871	ERA HELICOPTERS	
Registration Number:	1573872	ERA	
Serial Number:	86168820	ERA SAR EMERGENCY RESPONSE SEARCH & RESC	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mrussell@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
TRADEMARK			

CH \$290.00 4137047

ATTORNEY DOCKET NUMBER:	52990.515005
NAME OF SUBMITTER:	Mark Russell
SIGNATURE:	/Mark Russell/
DATE SIGNED:	03/31/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2014 (this "**Agreement**"), is made by ERA GROUP INC., 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, the Grantor, 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 Grantor and certain of its Subsidiaries 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:  _____

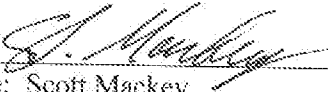
Name: Christopher Bradshaw

Title: Executive Vice President and Chief Financial
Officer

Acknowledged and Agreed to as of the date hereof:


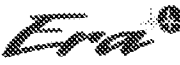
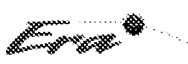
ADMINISTRATIVE AGENT:





SUNTRUST BANK

By: 
Name: Scott Mackey
Title: Director

SCHEDULE I

Trademarks

<u>Trademark</u>	<u>Status</u>	<u>Goods and Services</u>	<u>Owner</u>	<u>Jurisdiction</u>
<p>FLYING IS OUR PASSION, SAFETY IS OUR MISSION</p> <p>Flying is our Passion. Safety is our Mission</p> <p>App 85399095</p> <p>Reg 4137047</p>	<p>Registered</p> <p>Reg 01-MAY-2012</p>	<p>INT. CL. 39 AIR TRANSPORTATION SERVICES, NAMELY, HELICOPTER AND AIRPLANE CHARTER SERVICES, SCHEDULED AIRLINE SERVICES AND TRANSPORTATION OF PASSENGERS AND GOODS BY AIR</p>	<p>ERA GROUP INC.</p>	<p>U.S.</p>
<p>ERA</p>  <p>App 85340892</p> <p>Reg 4130909</p>	<p>Registered</p> <p>Reg 24-APR-2012</p>	<p>INT. CL. 39 PROVIDING SIGHTSEEING TOURS BY HELICOPTER</p>	<p>ERA GROUP INC.</p>	<p>U.S.</p>
<p>ERA</p>  <p>App 85340281</p> <p>Reg 4130904</p>	<p>Registered</p> <p>Reg 24-APR-2012</p>	<p>INT. CL. 39 PROVIDING AIR MEDICAL HELICOPTER TRANSPORT SERVICES</p>	<p>ERA GROUP INC.</p>	<p>U.S.</p>
<p>ERA</p>  <p>App 85340321</p> <p>Reg 4130905</p>	<p>Registered</p> <p>Reg 24-APR-2012</p>	<p>INT. CL. 41 HELICOPTER TRAINING SERVICES</p>	<p>ERA GROUP INC.</p>	<p>U.S.</p>
<p>ERA MED LLC</p>	<p>Registered</p>	<p>INT. CL. 39 HELICOPTER AMBULANCE TRANSPORT</p>	<p>ERA GROUP</p>	<p>U.S.</p>

<u>Trademark</u>	<u>Status</u>	<u>Goods and Services</u>	<u>Owner</u>	<u>Jurisdiction</u>
 App 77150854 Reg 3361656	Reg 01-JAN-2008		INC.	
ERA  App 78624272 Reg 3231087	Registered Reg 17-APR-2007	INT. CL. 39 AIR TRANSPORTATION SERVICES, NAMELY, HELICOPTER CHARTER AND LEASING SERVICES AND TRANSPORTATION OF PASSENGERS AND GOODS BY AIR	ERA GROUP INC.	U.S.
ERA  App 75503164 Reg 2435620	Renewed (Registered) Reg 13-MAR-2001	INT. CL. 39 AIR TRANSPORTATION SERVICES, NAMELY, HELICOPTER AND AIRPLANE CHARTER SERVICES, SCHEDULED AIRLINE SERVICES AND TRANSPORTATION OF PASSENGERS AND GOODS BY AIR	ERA GROUP INC.	U.S.
ERA AVIATION App 75489463 Reg 2305559	Renewed (Registered) Reg 04-JAN-2000	INT. CL. 39 AIR TRANSPORTATION SERVICES, NAMELY, [HELICOPTER AND] AIRPLANE CHARTER SERVICES, SCHEDULED AIRLINE SERVICES AND TRANSPORTATION OF PASSENGERS AND GOODS BY AIR	ERA GROUP INC.	U.S.
ERA HELICOPTERS App 73665550 Reg 1573871	Renewed (Registered) Reg 26-DEC-1989	INT. CL. 39 AIR TRANSPORTATION SERVICES, NAMELY HELICOPTER AND AIRPLANE CHARTER AND LEASING SERVICES, AIR AMBULANCE SERVICES, AND TRANSPORTATION OF PASSENGERS AND GOODS BY AIR	ERA GROUP INC.	U.S.
ERA  Reg 26-DEC-1989	Renewed (Registered) Reg 26-DEC-1989	INT. CL. 39 AIR TRANSPORTATION SERVICES, NAMELY HELICOPTER AND AIRPLANE CHARTER AND LEASING SERVICES AND TRANSPORTATION OF PASSENGERS AND GOODS BY AIR	ERA GROUP INC.	U.S.

<u>Trademark</u>	<u>Status</u>	<u>Goods and Services</u>	<u>Owner</u>	<u>Jurisdiction</u>
App 73665555 Reg 1573872				
ERA SAR EMERGENCY RESPONSE SEARCH & RESEARCH	86168820	01-17-2014	ERA GROUP INC.	U.S.