

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328682

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement
RESUBMIT DOCUMENT ID:	900309286

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Erickson International, LLC		11/24/2014	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	Midwest Community Development Fund VII, L.L.C.
Street Address:	909 Poydras Street
Internal Address:	Suite 2230
City:	New Orleans
State/Country:	LOUISIANA
Postal Code:	70112
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77831263	EXCEL
Serial Number:	77806966	HORIZON
Serial Number:	77806954	MOONLIGHT
Serial Number:	77806932	REFLECTION
Serial Number:	77806922	SKY
Serial Number:	77806807	PERFORMER
Serial Number:	77806750	RETRO
Serial Number:	77770440	ASWF AMERICAN STANDARD WINDOW FILM
Serial Number:	77766978	ERICKSON INTERNATIONAL
Serial Number:	77753075	C CONCEPT WINDOW FILMS

CORRESPONDENCE DATA

Fax Number: 3146673633

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 314.552.6000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Shoko Naruo

TRADEMARK

Address Line 1: One US Bank Plaza
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER: 43238-137916

NAME OF SUBMITTER: Shoko Naruo

SIGNATURE: /SN/

DATE SIGNED: 01/09/2015

Total Attachments: 9

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TRADEMARK, PATENT AND COPYRIGHT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

THIS TRADEMARK, PATENT AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Agreement") is made as of the 24th day of November, 2014, by and between **ERICKSON INTERNATIONAL, LLC**, a Nevada limited liability company ("Assignor") and **MIDWEST COMMUNITY DEVELOPMENT FUND VII, L.L.C.**, a Delaware limited liability company ("Secured Party"), having an office at 909 Poydras Street, Suite 2230, New Orleans, Louisiana 70112.

W I T N E S S E T H :

WHEREAS, Erickson Sputtering LLC, a Nevada limited liability company, Assignor and the other Corporate Guarantors a party thereto have executed and delivered to Secured Party a Credit Agreement dated as of even date herewith (as amended from time to time, the "Credit Agreement"), which provides that Secured Party shall, subject to the terms and conditions thereof, extend credit to or for the benefit of Assignor in an outstanding aggregate principal amount not to exceed \$6,200,000.00;

WHEREAS, in order to induce Secured Party to execute and deliver the Credit Agreement, Assignor has agreed to grant to Secured Party a security interest in, and collaterally assign to Secured Party certain trademark, patent and copyright rights; and

WHEREAS, this Agreement is being executed contemporaneously with the Credit Agreement and the related Loan Documents (as defined in the Credit Agreement) under which Secured Party has been granted a security interest in, among other things, all equipment, inventory, accounts, general intangibles, books, records, product specifications, goodwill, customer lists and trade secrets (collectively, the "Other Assets") relating to products sold under the Intellectual Property, as defined hereinafter; and

WHEREAS, the Loan Documents (as defined in the Credit Agreement) provide that Secured Party shall have the right to foreclose on the Intellectual Property Collateral (as hereinafter defined), and the Other Assets, upon the occurrence of an Event of Default, as therein defined, in order that any owner of the Intellectual Property Collateral may continue the manufacture or distribution of products under the Intellectual Property and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Secured Party as follows:

1. Capitalized Terms. Capitalized terms used and not defined herein shall have the meaning given to them in the Credit Agreement.

2. Grant of Security Interest; Collateral Assignment.

(a) To secure the complete and timely satisfaction of the Obligations, Assignor hereby grants to Secured Party a continuing security interest in all of its right, title and interest in and to the trademark(s), trade name(s), servicemark(s), trademark application(s), trademark(s), patent application(s), patent(s), copyright(s) and license(s) listed on Exhibit A attached hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "Intellectual Property"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past,

present and future infringements and all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing are collectively called the "Intellectual Property Rights"), and the goodwill of the business to which the Intellectual Property relates (the "Associated Goodwill") (the Intellectual Property, the Intellectual Property Rights, and the Associated Goodwill are collectively called the "Intellectual Property Collateral").

(b) In addition to the grant of security interest provided in paragraph 1(a), Assignor hereby assigns and conveys to Secured Party all of its right, title and interest in and to the Intellectual Property Collateral; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event of Default.

3. Representations, Warranties and Covenants of Assignor. Assignor represents, covenants and warrants to Secured Party that:

(a) The registrations of the Intellectual Property are subsisting and have not been adjudged invalid or unenforceable;

(b) The Intellectual Property is valid and enforceable;

(c) There is no intellectual property used by Assignor in connection with its business other than the Intellectual Property;

(d) No claim has been made that the use of the Intellectual Property does or may violate the rights of any third person;

(e) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(f) Assignor has the unqualified right to enter into this Agreement and to perform its terms;

(g) Assignor shall use, for the duration of this Agreement, the proper statutory notice in connection with its use of the Intellectual Property; and

(h) Assignor shall use for the duration of this Agreement, consistent standards of quality in its manufacture and/or sale of products sold under the Intellectual Property.

4. Inspection Rights. Assignor hereby grants to Secured Party and its employees, agents and designees the right to visit Assignor's plants and facilities which manufacture, distribute or store products sold under the Intellectual Property, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts reasonably required by Secured Party to ensure Assignor's compliance with paragraph 3(h) hereof.

5. Further Assurances. Assignor agrees that, until all of the Obligations shall have been satisfied in full and the Credit Agreement has been terminated in accordance with its terms, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's

obligations under this Agreement, without Secured Party's prior written consent. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Secured Party to exercise its rights and remedies hereunder.

6. Additional Intellectual Property. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any registrations of any new trademark(s), trade name(s), servicemark(s), trademark application(s), trademark(s), patent application(s), patent(s), copyright(s), or license(s) the provisions of paragraph 2 shall automatically apply thereto and Assignor shall give Secured Party prompt written notice thereof.

7. Modification by Secured Party. Assignor authorizes Secured Party to modify this Agreement by amending Exhibit A to include any future registrations of any trademark(s), trade name(s), servicemark(s), trademark application(s), trademark(s), patent application(s), patent(s), copyright(s) or license(s) covered by paragraphs 2 and 6 hereof, without the signature of Assignor to the extent permitted by applicable law.

8. Grant of License to Secured Party for the benefit of Secured Party. Assignor hereby presently grants to Secured Party a license to use the Intellectual Property in connection with the Collateral, upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral by or to Secured Party pursuant to the Credit Agreement and/or this Agreement. The license granted in this paragraph 8 may be transferred by Secured Party, without any Assignor's consent, to any successor of Secured Party, any assignee of Secured Party, and/or any purchaser or other transferee of any or all of the Collateral. This license may not be revoked until all of the Obligations have been satisfied in full and the Credit Agreement has been terminated in accordance with its terms.

9. Rights of Assignor. Unless and until there shall have occurred an Event of Default, Assignor shall own the title to the Intellectual Property Collateral and shall have the exclusive, nontransferable right to use the Intellectual Property on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any license under the Intellectual Property or the other Intellectual Property Collateral, other than the license to Secured Party hereunder, without the prior written consent of Secured Party.

10. Default. If any Event of Default shall have occurred, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Credit Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property Collateral may be located.

11. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Obligations and the Credit Agreement shall be terminated in accordance with its terms, this Agreement shall terminate and Secured Party shall execute and deliver to Assignor, at Assignor's expense, and without recourse, representation or warranty, all releases, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

12. Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Secured Party in

connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property Collateral, shall, to the extent permitted by applicable law, be borne and paid by Assignor on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the interest rate then applicable under the Credit Agreement.

13. Preservation of Intellectual Property Rights. Assignor shall have the duty, through counsel reasonably acceptable to Secured Party, to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Intellectual Property. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any Intellectual Property without the prior written consent of Secured Party, which consent shall not be unreasonably withheld. Assignor shall have the right, with the consent of Secured Party, which consent shall not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Intellectual Property, in which event Secured Party may, if necessary, be joined as a nominal party to such suit so long as Secured Party is satisfied, in its sole determination, that such joinder will not subject it to any risk of liability. Assignor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Secured Party in the fulfillment of any provision of this paragraph 13.

14. Secured Party Appointed Attorney-In-Fact. Assignor hereby authorizes and empowers Secured Party, upon and after the occurrence and during the continuation of an Event of Default, to make, constitute and appoint any officer of Secured Party, as Secured Party may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Intellectual Property or the other Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under the Intellectual Property Collateral to Secured Party or anyone else, or as necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

15. Secured Party May Act. If Assignor fails to comply with any of its obligations hereunder, Secured Party may do so in Assignor's name or in Secured Party's name to the extent permitted by applicable law, but at Assignor's expense, and Assignor hereby agrees to reimburse Secured Party in full for all reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by Secured Party in protecting, defending or maintaining the Intellectual Property Collateral or any part thereof.

16. No Waiver. No course of dealing between Assignor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder, under the Credit Agreement or under applicable law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. Rights Cumulative. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby or by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

18. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7.

20. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of Assignor and Secured Party; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Assignor hereunder with respect to transferring any part of or interest in the Intellectual Property Collateral.

21. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the internal laws of the State of Missouri.

22. Headings. The headings contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

23. Counterparts; Delivery. This Agreement may be executed in one or more counterparts and may be delivered in the original, by facsimile or electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

24. Jury Trial. ASSIGNOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH SECURED PARTY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT.

25. Jurisdiction. This Agreement has been negotiated, executed and delivered in various jurisdictions. In order to provide for a uniform and well established body of commercial and other law to define and govern the rights and duties of the parties, the parties agree that this Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Missouri without giving effect to any choice of law rules thereof; provided, however, that if any of the Collateral shall be located in any jurisdiction other than Missouri, the laws of such jurisdiction shall govern the method, manner and procedure for foreclosure of the security interest or other lien of Secured Party or any Lender upon such Collateral and the enforcement of the other remedies of Secured Party in respect of such Collateral to the extent that the laws of such jurisdiction are different from or inconsistent with the laws of Missouri. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN ST. LOUIS COUNTY, MISSOURI OR FEDERAL COURT IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO ASSIGNOR AT THE ADDRESS SET FORTH IN THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. ASSIGNOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT

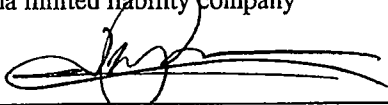
AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE. ASSIGNOR FURTHER AGREES NOT TO ASSERT AGAINST SECURED PARTY (EXCEPT BY WAY OF A DEFENSE OR COUNTERCLAIM IN A PROCEEDING INITIATED BY SECURED PARTY) ANY CLAIM OR OTHER ASSERTION OF LIABILITY WITH RESPECT TO THIS AGREEMENT, SECURED PARTY'S CONDUCT OR OTHERWISE IN ANY JURISDICTION OTHER THAN THE FOREGOING JURISDICTIONS.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

ASSIGNOR:

ERICKSON INTERNATIONAL, LLC,
a Nevada limited liability company

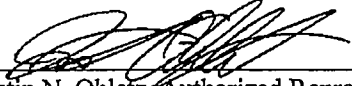
By: 
Pierre Chraghchian, Managing Member

[Signature Page to Trademark, Patent and Copyright Collateral Assignment and Security Agreement]

SECURED PARTY:

MIDWEST COMMUNITY DEVELOPMENT FUND
VII, L.L.C., a Delaware limited liability company

By: Advantage Capital Community Development
Fund, L.L.C., a Louisiana limited liability
company, its Managing Member

By: 
Justin N. Obletz, Authorized Representative

[Counterpart Signature Page to
Trademark, Patent and Copyright Collateral Assignment and Security Agreement]

**EXHIBIT A
TO
TRADEMARK, PATENT AND COPYRIGHT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	77831263	4154468	EXCEL	TSDR	LIVE
2	77806966	3978751	HORIZON	TSDR	LIVE
3	77806954	3982084	MOONLIGHT	TSDR	LIVE
4	77806932	3982083	REFLECTION	TSDR	LIVE
5	77806922	3982082	SKY	TSDR	LIVE
6	77806807	3923838	PERFORMER	TSDR	LIVE
7	77806750	3923837	RETRO	TSDR	LIVE
8	77770440	3749158	ASWF AMERICAN STANDARD WINDOW FILM	TSDR	LIVE
9	77766978	3734239	ERICKSON INTERNATIONAL	TSDR	LIVE
10	77753075	3736533	C CONCEPT WINDOW FILMS	TSDR	LIVE