

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390106

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Erickson Incorporated	FORMERLY Erickson Air-Crane Incorporated	06/09/2016	Corporation: DELAWARE
EAC Acquisition Corporation		06/09/2016	Corporation: DELAWARE
Erickson Helicopters, Inc.	FORMERLY Evergreen Helicopters, Inc.	06/09/2016	Corporation: OREGON
Erickson Transport, Inc.	FORMERLY Evergreen Helicopters of Alaska, Inc.	06/09/2016	Corporation: ALASKA
Evergreen Helicopters International, Inc.		06/09/2016	Corporation: TEXAS
Evergreen Equity, Inc.		06/09/2016	Corporation: NEVADA
Evergreen Unmanned Systems, Inc.		06/09/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association, as Agent
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	4721095	ERICKSON

## CORRESPONDENCE DATA

Fax Number:

*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: 3122014000

Email: kristina.bunker@goldbergkohn.com

Correspondent Name: Goldberg Kohn Ltd. c/o Kristina Bunker

Address Line 1: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

OP \$40.00 4721095

<b>NAME OF SUBMITTER:</b>	Kristina Bunker
<b>SIGNATURE:</b>	/kab/
<b>DATE SIGNED:</b>	07/01/2016
<b>Total Attachments: 6</b> source=Amendment No 1 to Trademark Security Agreement#page1.tif source=Amendment No 1 to Trademark Security Agreement#page2.tif source=Amendment No 1 to Trademark Security Agreement#page3.tif source=Amendment No 1 to Trademark Security Agreement#page4.tif source=Amendment No 1 to Trademark Security Agreement#page5.tif source=Amendment No 1 to Trademark Security Agreement#page6.tif	

**AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of June 9, 2016 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of May 2, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among Grantors from time to time signatory thereto (each referred to hereinafter individually as an "Existing Grantor" and collectively, jointly, and severally as "Existing Grantors"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

**WHEREAS**, Existing Grantors and Agent are parties to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on May 2, 2013, at Reel 5019, Frame 0899; and

**WHEREAS**, Existing Grantors and Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral by amending Schedule I to the Trademark Security Agreement to add the Trademarks appear on Schedule A attached hereto, and have agreed to do so; and

**WHEREAS**, Existing Grantors and Agent wish to amend the Trademark Security Agreement by joining Evergreen Unmanned Systems, Inc., a Delaware corporation ("New Grantor"), and have agreed to do so.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Each Existing Grantor and Agent hereby agree that (a) Schedule I to the Trademark Security Agreement is hereby amended to include the Trademark Collateral listed on Schedule A attached hereto (in addition to the other Trademark Collateral described in Schedule I to the Trademark Security Agreement), and (b) the Trademark Collateral listed on Schedule A attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Obligations pursuant to the Trademark Security Agreement.

2. Each Existing Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Existing Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of such Existing Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, New Grantor will be deemed to be a party to the Trademark Security Agreement and a "Grantor" for all purposes under the Trademark Security Agreement, as if it had executed the Trademark

Security Agreement. New Grantor acknowledges that it has received a copy of the Trademark Security Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include New Grantor.

4. In furtherance of the foregoing, New Grantor does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in all of New Grantor's right, title and interest in, to and under the Trademark Collateral, including, but not limited to, the Trademarks identified on Schedule A attached hereto.

3. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

4. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

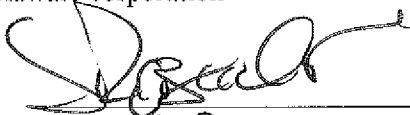
5. This Amendment is a Loan Document.

[Signature pages follow]


IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

**EXISTING GRANTORS:**

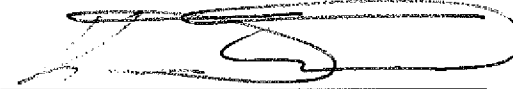
**ERICKSON INCORPORATED (f/k/a Erickson Air-Crane Incorporated),**  
a Delaware corporation

By:   
Name: Jeff Roberts  
Title: President

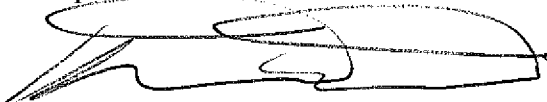
**EAC ACQUISITION CORPORATION,**  
a Delaware corporation

By:   
Name: Jeff Roberts  
Title: President

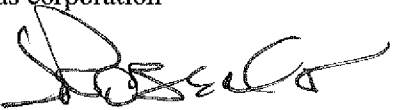
**ERICKSON HELICOPTERS, INC. (f/k/a Evergreen Helicopters, Inc.),**  
an Oregon corporation

By:   
Name: Brian Pierson  
Title: President

**ERICKSON TRANSPORT, INC. (f/k/a Evergreen Helicopters of Alaska, Inc.),**  
an Alaska corporation

By:   
Name: Brian Pierson  
Title: President

**EVERGREEN HELICOPTERS INTERNATIONAL, INC.,**  
a Texas corporation

By:   
Name: Jeff Roberts  
Title: President

**EVERGREEN EQUITY, INC.,**  
a Nevada corporation

By: 

Name: Jeff Roberts

Title: President

**NEW GRANTOR:**

**EVERGREEN UNMANNED SYSTEMS, INC.,**  
a Delaware corporation

By: 

Name: Jeff Roberts

Title: president

AGENT:

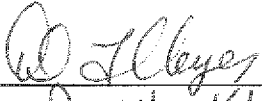
ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,

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

Name: \_\_\_\_\_


Title: \_\_\_\_\_

  
\_\_\_\_\_  
David Klages  
Authorized Signatory

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY  
AGREEMENT]

TRADEMARK  
REEL: 005827 FRAME: 0459

**SCHEDULE A**  
to  
**AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**

Grantor	Title/Mark	Country	Application/ Registration No.	Application/ Registration Date
Erickson Incorporated	<b>ERICKSON</b> 	U.S.	4721095	04/14/2015