

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ERA GROUP INC., a Delaware corporation		03/09/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, as administrative agent		
Street Address:	211 PERIMETER CENTER PARKWAY SUITE 100		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4759708	FLY ERA	
Registration Number:	4743483	ERA HELICOPTERS	
Registration Number:	4674164	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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King and Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	52990.515005		
NAME OF SUBMITTER:	/s/ Mia Ramic		
SIGNATURE:	/s/ Mia Ramic		
DATE SIGNED:	10/03/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 9, 2016 (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 by Amendment No. 1, dated as of May 18, 2015 and Consent and Amendment No. 2, dated as of March 4, 2016, and as further 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 Grantor in its own name as of the date hereof, other than those Trademarks set forth on Schedule I to that certain Trademark Security Agreement, dated as of March 31, 2014, made by Grantor in favor of Grantee.

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.

[remainder of page intentionally left blank]

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 GROUP, INC.

By:  _____

Name: Christopher Bradshaw
Title: President and Chief Executive Officer


[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK


By: _____


Name: *Shannon Jahn*
Title: *Director*

SCHEDULE I

Trademarks and Trademark Licenses

U.S. Trademarks—ERA GROUP INC.

<u>Trademark</u>	<u>Status</u>	<u>Goods and Services</u>	<u>Owner</u>	<u>Jurisdiction</u>
<p>FLY ERA</p> <p>App 86436585</p> <p>Reg 4759708</p>	<p>Registered</p> <p>Reg 23- JUNE- 2015</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; HELICOPTER AMBULANCE TRANSPORT; RESCUE SERVICES</p>	<p>ERA GROUP INC.</p>	<p>U.S.</p>
<p>ERA HELICOPTERS</p> <p>App 86418468</p> <p>Reg 4743483</p>	<p>Registered</p> <p>Reg 26- May-2015</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; HELICOPTER AMBULANCE TRANSPORT; RESCUE SERVICES</p>	<p>ERA GROUP INC.</p>	<p>U.S.</p>
 <p>App 86168820</p> <p>Reg 4674164</p>	<p>Registered</p> <p>Reg 20- JAN-2015</p>	<p>INT. CL. 39 HELICOPTER AMBULANCE TRANSPORT; RESCUE SERVICES</p> <p>INT. CL. 45 SEARCH SERVICES, NAMELY, INVESTIGATION AND SURVEILLANCE SERVICES RELATING TO THE SAFETY OF PERSONS</p>	<p>ERA GROUP INC.</p>	<p>U.S.</p>