

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408430

<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	12/08/2016	Corporation: DELAWARE
EAC Acquisition Corporation		12/08/2016	Corporation: DELAWARE
Erickson Helicopters, Inc.	FORMERLY Evergreen Helicopters, Inc.	12/08/2016	Corporation: OREGON
Erickson Transport, Inc.	FORMERLY Evergreen Helicopters of Alaska, Inc.	12/08/2016	Corporation: ALASKA
Evergreen Helicopters International, Inc.		12/08/2016	Corporation: TEXAS
Evergreen Equity, Inc.		12/08/2016	Corporation: NEVADA
Evergreen Unmanned Systems, Inc.		12/08/2016	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: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	2262212	AIR CRANE
<b>Registration Number:</b>	2578985	AIR CRANE
<b>Registration Number:</b>	4011198	A.I.R.S.
<b>Registration Number:</b>	4075948	AIRCRANE INCIDENT RESPONSE SYSTEMS
<b>Registration Number:</b>	3864265	
<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.*

TRADEMARK

**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

**NAME OF SUBMITTER:** Kristina Bunker

**SIGNATURE:** /kab/

**DATE SIGNED:** 12/09/2016

**Total Attachments: 8**

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## ACKNOWLEDGMENT OF PREPETITION LOAN DOCUMENTS

December 8, 2016  
(effective as of the Filing Date defined below)

Reference is made to that certain Credit Agreement dated as of May 2, 2013 (as amended, restated, modified or supplemented from time to time, the "Prepetition Credit Agreement") by and among **ERICKSON INCORPORATED** (formerly known as Erickson Air-Crane Incorporated), a Delaware corporation ("EAC"), **ERICKSON HELICOPTERS, INC.** (formerly known as Evergreen Helicopters, Inc.), an Oregon corporation ("Helicopters") (Helicopters, together with EAC, are referred to hereinafter each individually as a "Borrower", and individually and collectively, as the "Borrowers"), the lenders signatory thereto from time to time as "Lenders" (the "Prepetition Lenders"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), as administrative agent for the Prepetition Lenders (in such capacity, the "Prepetition Agent"). All capitalized terms used but not defined in this document shall have the meanings ascribed to such terms in the Prepetition Credit Agreement.

WHEREAS, on November 8, 2016 (the "Filing Date"), the Borrowers and Guarantors (collectively, "Loan Parties") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (as hereinafter defined) in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"); and

WHEREAS, Loan Parties are continuing to operate their businesses and manage their properties as debtors-in-possession under Sections 1107 and 1108 of the Bankruptcy Code, and as provided under the "Financing Order" (as defined in the DIP Revolving Credit Agreement), the Borrowers are entering into that certain Debtor-In-Possession Credit Agreement dated as of December 8, 2016 and effective as of the Filing Date (the "DIP Revolving Credit Agreement") among the Borrowers, the lenders signatory thereto from time to time as "Lenders" ("DIP Revolving Lenders") and Wells Fargo, as administrative agent for the DIP Revolving Lenders ("DIP Revolving Agent").

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment by Loan Parties. To induce the DIP Revolving Lenders and DIP Revolving Agent to enter into the DIP Revolving Credit Agreement, each Loan Party, effective as of the Filing Date and subject to the terms and conditions of the Financing Order and applicable law, hereby (a) acknowledges and affirms its obligations under and agrees that it is bound by each Loan Document to which it is a party (including, without limitation, the Loan Documents identified on Schedule 1 attached hereto), including, without limitation, any grant of security interest contained therein, in each case as amended, supplemented or modified prior to or as of the Filing Date, (b) agrees that each of the Acknowledged Documents to which it is a party (other than the Guaranty and Security Agreement) is deemed amended and modified in such manner to reflect that (i) each Loan Party has executed and delivered such Acknowledged Document to which it is a party in favor of Prepetition Agent and Prepetition Lenders in respect of Borrowers' obligations under the Prepetition Credit Agreement and in favor of the DIP

Revolving Agent and DIP Revolving Lenders in respect of Borrowers' obligations under the DIP Revolving Credit Agreement, and (ii) the "Obligations" and "Secured Obligations" referenced therein (to the extent such terms or substantially the same terms are referenced therein) include the Obligations (as defined in the DIP Revolving Credit Agreement), and (c) acknowledges and agrees that, subject to the terms and conditions of the Financing Order, the Acknowledged Documents, the Prepetition Credit Agreement, the DIP Revolving Credit Agreement, and applicable law, Prepetition Agent and DIP Revolving Agent shall apply any proceeds or payments received by the Prepetition Agent on account of the Obligations under the Prepetition Credit Agreement or by the DIP Revolving Agent on account of the Obligations (as defined in the DIP Revolving Credit Agreement) under the DIP Revolving Credit Agreement in such amount and manner as determined by Prepetition Agent and DIP Revolving Agent, as applicable. For purposes of this Agreement, "Acknowledged Documents" shall mean collectively the Loan Documents identified on Schedule 1 attached hereto, in each case as amended, supplemented or modified prior to or as of the Filing Date.

2. Representations and Warranties. To induce DIP Revolving Agent and DIP Revolving Lenders to enter into the DIP Revolving Credit Agreement, each of the undersigned, effective as of the Filing Date and subject to the terms and conditions of the Financing Order and applicable law, hereby represents and warrants to DIP Revolving Agent, DIP Revolving Lenders, Prepetition Agent and Prepetition Lenders that the execution, delivery and performance of this Acknowledgment of Prepetition Loan Documents (this "Agreement") has been duly authorized by all requisite corporate or company action on the part of each of the undersigned, this Agreement has been duly executed and delivered by each of the undersigned and this Agreement constitutes a valid and binding agreement of each of the undersigned, enforceable against each of the undersigned in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

3. Effect; Scope. Each of the undersigned Loan Parties, effective as of the Filing Date and subject to the terms and conditions of the Financing Order and applicable law, hereby acknowledges and agrees that (a) each of the Acknowledged Documents to which it is a party has been duly executed and delivered to Agent and is in full force and effect as of the Filing Date, (b) the terms and conditions of each of the Acknowledged Documents to which it is a party shall remain unmodified (except as otherwise modified herein) and in full force and effect following the execution and delivery of the DIP Revolving Credit Agreement and the other Loan Documents (as defined in the DIP Revolving Credit Agreement, the "DIP Revolving Loan Documents"), notwithstanding the entry of the Financing Order, the use or application of cash collateral as provided therein, or any other term thereof, (c) such Loan Party's agreements and obligations under the Acknowledged Documents constitute legal, valid and binding obligations, and such Loan Party has no valid defense, offset or counterclaim to the enforcement of such obligations, and (d) DIP Revolving Agent, on behalf of the DIP Revolving Lenders, is, and shall be, entitled to all of the rights, remedies, protections, and benefits provided in the Acknowledged Documents and the Financing Order.

4. Governing Law. **THE VALIDITY OF THIS AGREEMENT, THE LOAN DOCUMENTS AND THE DIP REVOLVING LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT OR DIP REVOLVING LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN**

**DOCUMENT OR DIP REVOLVING LOAN DOCUMENT, AS APPLICABLE), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF (FOR THE AVOIDANCE OF DOUBT, OTHER THAN WITH RESPECT TO THE FINANCING ORDER), AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.**


5. Controlling Effect of Financing Order. To the extent any provision of this Agreement conflicts with any provision of the Financing Order, the provisions of the Financing Order shall control.

6. Counterparts. This Agreement 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 Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

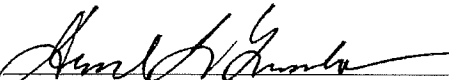
*[signature pages follow]*

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

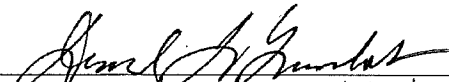
**ERICKSON INCORPORATED** (formerly known as Erickson Air-Crane Incorporated), a Delaware corporation

By:   
Name: David Lancelot  
Title: CFO and CRO

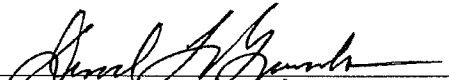
**EAC ACQUISITION CORPORATION**, a Delaware corporation

By:   
Name: David Lancelot  
Title: CFO and CRO


**ERICKSON HELICOPTERS, INC.** (formerly known as Evergreen Helicopters, Inc.), an Oregon corporation

By:   
Name: David Lancelot  
Title: CFO and CRO

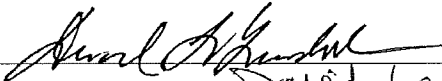
**ERICKSON TRANSPORT, INC.** (formerly known as Evergreen Helicopters of Alaska, Inc.), an Alaska corporation

By:   
Name: David Lancelot  
Title: CFO and CRO

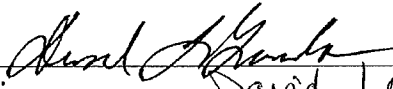
**EVERGREEN HELICOPTERS  
INTERNATIONAL, INC.,** a Texas corporation

By:   
Name: David Lancelot  
Title: CFO and CRO

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

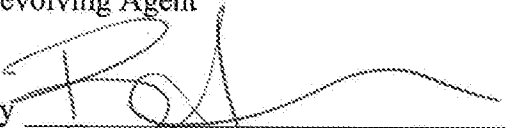
By:   
Name: David Lancelot  
Title: CFO and CRO

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

By:   
Name: David Lancelot  
Title: CFO and CRO

Acknowledged and agreed to as of  
the Filing Date:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, as Prepetition Agent and DIP  
Revolving Agent

By   
Name Brandi Whitington  
Title VP, Authorized Signer



Schedule 1

**Acknowledged Documents**

(each as amended, restated, supplemented or otherwise modified from time to time through,  
and in effect as of, the Filing Date, unless otherwise indicated)

1. Guaranty and Security Agreement, dated May 2, 2013, by and among EAC, EAC Acquisition Corporation, Helicopters, Erickson Transport, Inc., Evergreen Helicopters International, Inc., Evergreen Equity, Inc., and Prepetition Agent

2. Joinder No. 1 to Guaranty and Security Agreement and Intercompany Subordination Agreement, dated June 14, 2013, by and between Evergreen Unmanned Systems, Inc. and Prepetition Agent, and acknowledged by EAC, Helicopters, EAC Acquisition Corporation, Erickson Transport, Inc., Evergreen Helicopters International, Inc., and Evergreen Equity, Inc.

3. Aircraft and Engine Security Agreement, dated May 2, 2013, by and between EAC and Prepetition Agent

4. Aircraft and Engine Security Agreement, dated August 1, 2013, by and between Helicopters and Prepetition Agent

5. Aircraft and Engine Security Agreement, dated August 1, 2013, by and between Evergreen Equity, Inc. and Prepetition Agent

6. Aircraft and Engine Security Agreement, dated April 29, 2016, by and between Erickson Transport, Inc. and Prepetition Agent

7. Spare Parts Security Agreement, dated July 1, 2013, by and among Helicopters, Evergreen Equity, Inc., Erickson Transport, Inc., and Prepetition Agent

8. Patent Security Agreement, dated May 2, 2013, by and among EAC, EAC Acquisition Corporation, Helicopters, Erickson Transport, Inc., Evergreen Helicopters International, Inc., and Evergreen Equity, Inc., and acknowledged by Prepetition Agent, and recorded with the United States Patent and Trademark Office on May 2, 2013

9. Trademark Security Agreement, dated May 2, 2013, by and among EAC, EAC Acquisition Corporation, Helicopters, Erickson Transport, Inc., Evergreen Helicopters International, Inc., and Evergreen Equity, Inc., and acknowledged by Prepetition Agent, and recorded with the United States Patent and Trademark Office on May 2, 2013

10. Intercompany Subordination Agreement, dated May 2, 2013, by and among EAC, EAC Acquisition Corporation, Helicopters, Erickson Transport, Inc., Evergreen Helicopters International, Inc., Evergreen Equity, Inc., and Prepetition Agent

11. Deposit Account Control Agreement (Access Restricted after Notice), dated May 2, 2013, by and between EAC and Prepetition Agent

12. Deposit Account Control Agreement (Access Restricted after Notice), dated July 18, 2013, by and between Helicopters and Prepetition Agent

13. Deposit Account Control Agreement (Access Restricted Immediately-ZBA Transfers), dated August 7, 2013, by and between Helicopters and Prepetition Agent

14. Deposit Account Control Agreement (Access Restricted after Notice), dated September 30, 2015, by and between EAC and Prepetition Agent

15. Collateral Access Agreement, dated October 12, 2016, by and among Smith Ranches, EAC, and Prepetition Agent

16. Waiver and Consent by Real Property Owner(s), dated January 9, 2013, by and among Prepetition Agent, Wilmington Trust, National Association, EAC, and SRI Eight Macadam LLC

17. Waiver and Consent by Real Property Owner(s), dated November 1, 2013, by and among Prepetition Agent, Wilmington Trust, National Association, and Municipality of Anchorage

18. Waiver and Consent by Real Property Owner(s), dated November 1, 2013, by and among Prepetition Agent, Wilmington Trust, National Association, and A&B Properties

19. Fee Letter, dated May 2, 2013, executed by EAC and Helicopters, and acknowledged by Prepetition Agent