

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ERICKSON INCORPORATED		04/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
Internal Address:	7255 WOODMONT AVENUE, SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2262212	AIR CRANE	
Registration Number:	2578985	AIR CRANE	
Registration Number:	4011198	A.I.R.S.	
Registration Number:	4075948	AIRCANE INCIDENT RESPONSE SYSTEMS	
Registration Number:	3864265		
Registration Number:	4721095	ERICKSON	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kansley@stradley.com		
Correspondent Name:	Kareem Ansley		
Address Line 1:	Stradley Ronon		
Address Line 2:	100 Park Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	186687-0073		
NAME OF SUBMITTER:	Kareem Ansley		
SIGNATURE:	/Kareem Ansley/		

CH \$165.00 2262212

DATE SIGNED:	04/28/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into as of the 28th day of April, 2017 by and between **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (“**Agent**”) and **ERICKSON INCORPORATED**, a Delaware corporation (“**Grantor**”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Credit and Security Agreement, by and among Grantor, Erickson Helicopters, Inc., an Oregon corporation, Evergreen Equity, a Nevada corporation, the guarantors party thereto, Agent, and the other financial institutions party thereto as lenders (each a “**Lender**” and collectively, the “**Lenders**”), dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used and not otherwise defined herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Trademarks (as defined below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its Trademarks, including, without limitation, the following:

(a) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the “**Trademarks**”);

(b) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(c) All licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, extensions, renewals and extensions of the Trademarks; and

(e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any other Financing Document, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Credit Agreement or any other Financing Document, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Notwithstanding anything to the contrary in this Trademark Security Agreement, all of Agent's rights and obligation under this Trademark Security Agreement are subject to the terms of the Second Lien Intercreditor Agreement.

This Trademark Security Agreement shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York, without regard to conflicts of laws principles, and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto were upon the same instrument. Signatures by facsimile or by electronic mail delivery of an electronic version of any executed signature page shall bind the parties hereto.


[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

GRANTOR:

ERICKSON INCORPORATED,
a Delaware corporation

By:

Name: 
David W. Lancelot

Title: Chief Financial Officer

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:

Name: 
Maurice Amsellem

Title: Authorized Signatory

EXHIBIT A

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
AIR CRANE	2,262,212	July 20, 1999
AIR CRANE	2,578,985	June 11, 2002
A.I.R.S.	4,011,198	August 16, 2011
AIRCRANE INCIDENT RESPONSE SYSTEMS	4,075,948	December 27, 2011
MISCELLANEOUS DESIGN (helicopter logo)	3,864,265	October 19, 2010
ERICKSON	4,721,095	April 14, 2015