

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Suntrust Bank		03/06/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Bristow Group, Inc.		
Street Address:	2103 City West Blvd., 4th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77042		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3263021	BRISTOW	
Registration Number:	3451721	BRISTOW ACADEMY	
Registration Number:	3396881		
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>			
Phone:	7137581105		
Email:	iptldocket@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	W. Scott Brown		
SIGNATURE:	/wsb/		
DATE SIGNED:	03/06/2018		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Release”), effective as of this 6th day of March 2018, is given by SUNTRUST BANK, a Georgia bank, with an address at 303 Peachtree Street N.E., 25th Floor, Atlanta, Georgia, 30308, solely as Administrative Agent with respect to the Amended and Restated Revolving Credit and Term Loan Agreement, Amended and Restated Security Agreement and Amended and Restated Trademark Security Agreement (each hereinafter defined) (in such capacity, the “Agent”) to BRISTOW GROUP, INC., a Delaware corporation, with its principal office at 2103 City West Blvd., 4th Floor, Houston, Texas 77042 (the “Grantor”) as follows:

W I T N E S S E T H

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of November 22, 2010 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used and not otherwise defined in this Release shall have the meanings specified in the Credit Agreement), among the Grantor, as the Borrower, the Lenders and the Agent, as Administrative Agent, the Lenders have agreed to make certain financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain subsidiaries of the Grantor party thereto executed that certain Amended and Restated Security Agreement dated as of November 22, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent and granted to the Agent for its benefit and the benefit of the other Secured Parties a continuing priority security interest in and to all of the Grantor’s right, title and interest in all United States trademarks, trademark registrations and trademark applications and any renewals thereof, including the security interest filing recorded November 30, 2010 at Reel 004422 / Frame 0513 with respect to the trademarks set forth on Schedule A attached hereto (collectively, the “Trademarks”) to secure the Secured Obligations;

WHEREAS, in furtherance of the Amended and Restated Security Agreement, the Grantor executed that certain Amended and Restated Trademark Security Agreement, dated as of November 22, 2010 (the “Trademark Security Agreement”), which was duly recorded on November 30, 2010, at Reel 004422 / Frame 0513 in the United States Patent and Trademark Office;

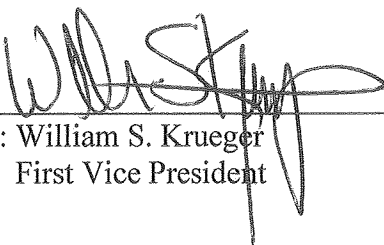
WHEREAS, in connection with the payoff of the loans under, and the termination of, the Credit Agreement (except for provisions therein that are expressly stated to continue), the Agent wishes to release the security interest granted pursuant to the Security Agreement and the Trademark Security Agreement and restore Agent’s right, title and interest in and to the Trademarks granted pursuant to the Security Agreement or the Trademark Security Agreement to the Grantor and to dissolve solely those Liens and encumbrances created by the Trademark Security Agreement and the Security Agreement in respect of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Agent, on behalf of itself and the Secured Parties, does hereby absolutely, unconditionally and irrevocably grants, assigns and conveys, without recourse or warranty, to the Grantor all of its right, title and interest in the Trademarks under the Security Agreement and the Trademark Security Agreement (including, without limitation, the goodwill of the business symbolized by such Trademarks), and terminates, releases, discharges, quitclaims and relinquishes unto the Grantor any and all security interests or liens it has against the Trademarks solely in its capacity as Administrative Agent under the Credit Agreement.

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IN WITNESS WHEREOF, the undersigned, by and through its authorized officer has caused this Release to be executed as of the date first above written.

SUNTRUST BANK,
as Agent

By: 
Name: William S. Krueger
Title: First Vice President

SCHEDULE A

Released Trademarks

1. REGISTERED TRADEMARKS

Owner	Trademark	Serial/Reg No.	Filing/Reg Date
Bristow Group Inc.	Bristow	78770990/ 3263021	Filed: 12/12/2005 Registered: 07/10/2007
Bristow Group Inc.	Bristow Academy	76673333/ 3451721	Filed: 02/28/2007 Registered: 06/24/2008
Bristow Group Inc.	[Design Only]	76669397/ 3396881	Filed: 11/22/2006 Registered: 03/18/2008

2. TRADEMARK APPLICATIONS: none

3. TRADEMARK LICENSES: none