

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM464447

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bristow Group Inc.		03/06/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	Goodwin Square, 225 Asylum Street, 23rd Floor		
<b>City:</b>	Hartford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06103		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3263021	BRISTOW	
<b>Registration Number:</b>	3396881		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	7137581105		
<b>Email:</b>	iptldocket@velaw.com		
<b>Correspondent Name:</b>	W. Scott Brown		
<b>Address Line 1:</b>	1001 Fannin Street, Suite 2500		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>NAME OF SUBMITTER:</b>	W. Scott Brown		
<b>SIGNATURE:</b>	/wsb/		
<b>DATE SIGNED:</b>	03/06/2018		
<b>Total Attachments: 6</b>			
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 6, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of U.S. Bank National Association (“U.S. Bank”), as collateral agent (in such capacity, together with its successors and permitted assigns, “Collateral Agent”) for the Secured Parties (as defined in the Collateral Agency Agreement referred to below).

**RECITALS**

A. The Issuers have issued \$350,000,000 aggregate principal amount of 8.75% Senior Secured Notes due 2023 (together with all Additional Notes issued from time to time after the date thereof under, and in accordance with, the Indenture (as defined below) and all notes issued in replacement therefor under the Indenture (as defined below), the “Notes”) pursuant to an indenture dated as of March 6, 2018 (the “Indenture”) among the Issuer, the Grantor, the Collateral Agent and U.S. Bank National Association, as trustee (in such capacity, together with any successor thereto, the “Trustee”); and

B. The Grantors are required under the Indenture to (a) become a party to the Indenture and guarantee the payment of the Notes and the other obligations of the Issuer thereunder and under the Indenture and (b) become a party to the Security Agreement, dated as of March 6, 2018 (as amended, restated, supplemented or otherwise modified from time to time (the “Security Agreement”));

J. All of Grantors are party to the Security Agreement pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to make their respective extensions of credit and other accommodations as set forth in the Parity Lien Documents, each Grantor hereby agrees with Collateral Agent 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. Each 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 such Grantor, hereby grants and pledges to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant to such Grantor of any right under any Trademark, including, without limitation, those referred to on **Schedule 1** hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties and proceeds 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 Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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. Deliverance of an executed signature page of this Trademark Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security 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.

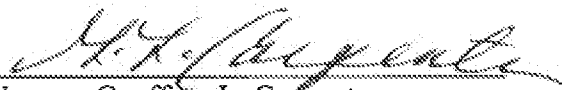
**[signature pages follow]**

IN WITNESS WHEREOF, each 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.

Very truly yours,

“Grantor”

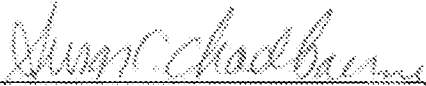
Bristow Group Inc.

By:   
Name: Geoffrey L. Carpenter  
Title: Vice President and Treasurer

ACCEPTED AND AGREED

"Collateral Agent"

U.S. Bank National Association

By:   
Name: Susan C Chadbourne  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006284 FRAME: 0816**

ACKNOWLEDGMENT OF GRANTOR

State of Texas )  
County of Harris ) ss.

On this 5<sup>th</sup> day of March, 2018 before me personally appeared Geoffrey L. Carpenter, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bristow Group Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Lisa M. Newburn  
Notary Public

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Trademark	Registration Number	Registration Date
Bristow Group Inc.	Bristow (and Design)	78770990/3263021	Filed: 12/12/2005 Registered: 07/10/2007
Bristow Group Inc.	Design Only	76669397/3396881	Filed: 11/22/2006 Registered: 03/18/2008

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.