

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLUMBIA HELICOPTERS, INC.		08/20/2019	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	TCW ASSET MANAGEMENT COMPANY LLC, as collateral agent		
Street Address:	1251 Avenue of the Americas, Suite 4700		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4204935	COLUMBIA HELICOPTERS	
Registration Number:	3491553	CH	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	27241.00002		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	08/21/2019		
Total Attachments: 5			
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THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of August 20, 2019, is made by COLUMBIA HELICOPTERS, INC. (the “**Grantor**”), in favor of TCW ASSET MANAGEMENT COMPANY LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among CH ACQUISITION, LLC, a Delaware limited liability company (in its capacity as a Borrower, the “**Initial Borrower**”), upon delivery of its executed counterpart signature page thereto, COLUMBIA HELICOPTERS, INC., an Oregon corporation (the “**Company**” and, in its capacity as a Borrower, the “**Successor Borrower**”), CH HOLDCO, LLC, a Delaware limited liability company (“**Holdings**”), the Subsidiary Guarantors party thereto, the Lenders party thereto, TCW ASSET MANAGEMENT COMPANY LLC, as administrative agent (in such capacity, including any successor thereto in such capacity, the “**Administrative Agent**”) for the Lenders, and as collateral agent (in such capacity, including any successor thereto in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined therein), the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, and Holdings and each Subsidiary Guarantor provided a guarantee of the Secured Obligations upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to a Security Agreement, dated as of August 20, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the 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**. 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, hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title or interest in, to and under the following Collateral of the Grantor (the “**Trademark Collateral**”)

- (a) all of its registered Trademarks included in the Collateral, 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, 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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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**. The Grantor hereby agrees that, subject to the terms of the Security Agreement, the Grantor shall remain responsible for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their registered Trademarks subject to a security interest hereunder.

Section 5. **Counterparts**. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or other customary means of electronic transmission (e.g. "pdf") shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.


Section 6. **Governing Law**. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT OR ANY SUCH OTHER LOAN DOCUMENTS (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

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.


Very truly yours,

COLUMBIA HELICOPTERS, INC., as
Grantor



By: 
Name: Steven E. Bandy
Title: President

ACKNOWLEDGED AND AGREED as of
the first above written:

TCW ASSET MANAGEMENT
COMPANY LLC, as Collateral Agent

By: 
Name: Suzanne Grosso
Title: Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

IP	Owner / Registrar	Country	Status	Application Date / No.	Registration Date / No.
Trademark: Columbia Helicopters	Columbia Helicopters, Inc.	U.S.	Registered	11/22/2011 85478946	9/11/2012 4204935
Trademark: 	Columbia Helicopters, Inc.	U.S.	Registered	8/29/2007 77267655	8/26/2008 3491553
Trademark: 	Columbia Helicopters, Inc.	China	Registered	11/14/2012 11742255	4/21/2014 11742255