

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM538280

<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.		08/26/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ankura Trust Company, LLC, as Administrative Agent		
<b>Street Address:</b>	140 Sherman Street, 4th Floor		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06824		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<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>	8004947512		
<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>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1122557 TM IPSA		
<b>NAME OF SUBMITTER:</b>	Theresa Volano		
<b>SIGNATURE:</b>	/Theresa Volano/		
<b>DATE SIGNED:</b>	08/27/2019		
<b>Total Attachments: 9</b>			
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**Trademark Security Agreement**

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 26, 2019, is made by the entity identified on the signature page hereto as the Grantor (the “**Grantor**” and a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code), in favor of Ankura Trust Company, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Security Agreement referred to herein). Reference is made to (a) the Superpriority Secured Debtor-in-Possession Credit Agreement, dated August 26, 2019 (the “**Credit Agreement**”), among Bristow Group Inc., a Delaware corporation (“**Holdings**” and the “**Lead Borrower**”), Bristow Holdings Company Ltd. III, a Cayman Islands exempted company (the “**Co-Borrower**” and, together with the Lead Borrower, the “**Borrowers**”), certain subsidiaries of Holdings from time to time party thereto, certain of which are debtors and debtors-in-possession under chapter 11 of the Bankruptcy Code (collectively, the “**Guarantors**”), the lenders from time to time party thereto and the Administrative Agent and (b) the Security Agreement, dated as of August 26, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have established a term loan facility in favor of the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor has entered into the Security Agreement to secure the Secured Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, execution, delivery and performance of this Trademark Security Agreement and the grant of a security interest and lien on the Trademark Collateral of the Grantor and the proceeds thereof to secure the Secured Obligations have been authorized pursuant to Sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code by the DIP Order; and

WHEREAS, to supplement the DIP Order with respect to the Debtor Grantors without in any way diminishing or limiting the effect of the DIP Order or the security interest, pledge and Lien granted thereunder, the parties hereto desire to more fully set forth their respective rights in connection with such security interest, pledge and Lien as set forth herein.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the

Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or, if not in the Security Agreement, in the Credit 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 of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 (the “**Trademark Collateral**”):

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

(ii) all renewals and extensions of the foregoing;

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

(iv) 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 Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


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 and (to the extent applicable) the Bankruptcy Code.

[SIGNATURE PAGES FOLLOW]

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,

BRISTOW GROUP INC., as Grantor

By: 

Name: Geoffrey L. Carpenter

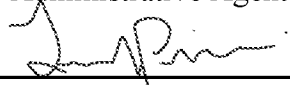
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006729 FRAME: 0806

ACCEPTED AND AGREED as  
of the date first above written:

ANKURA TRUST COMPANY, LLC,  
as Administrative Agent

By:   
Name: Lisa J. Price  
Title: Managing Director

## SCHEDULE I

TO

### Trademark SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

U.S.

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

Foreign:

Owner	Trademark	Country	Registration No.	Registration Date
Bristow Group Inc.	BRISTOW (and design) (629053-7000)	Australia	879636	January 17, 2006
Bristow Group Inc.	BRISTOW (and design) (629053-7001)	Brazil	828382212	May 15, 2012
Bristow Group Inc.	BRISTOW (and design) (629053-7002)	China	879636	January 17, 2006
Bristow Group Inc.	BRISTOW (and design) (629053-7003)	Benelux	879636	January 17, 2006
Bristow Group Inc.	BRISTOW (and design) (629053-7004)	Indonesia	IDM000146215	November 11, 2007
Bristow Group Inc.	BRISTOW (and design) (629053-7005)	Kazakstan	24817	May 14, 2008
Bristow Group Inc.	BRISTOW (and design) (629053-7008)	Mexico	961412	November 15, 2006
Bristow Group Inc.	BRISTOW (and design) (629053-7009)	Nigeria	4931	July 2, 2016



Owner	Trademark	Country	Registration No.	Registration Date
Bristow Group Inc.	BRISTOW (and design) (629053-7010)	Norway	200603908	January 17, 2006
Bristow Group Inc.	BRISTOW (and design) (629053-7011)	Qatar	40275	December 16, 2007
Bristow Group Inc.	BRISTOW (and design) (629053-7012)	Russian Federation	879636	January 17, 2006
Bristow Group Inc.	BRISTOW (and design) (629053-7013)	Thailand	34268	June 5, 2006
Bristow Group Inc.	BRISTOW (and design) (629053-7014)	Trinidad & Tobago	37255	September 6, 2007
Bristow Group Inc.	BRISTOW (and design) (629053-7015)	Turkmenistan	879636	January 17, 2006
Bristow Group Inc.	BRISTOW (and design) (629053-7017)	United Kingdom	879636	January 17, 2006
Bristow Group Inc.	BRISTOW (and design) (629053-7018)	Vietnam	101860	May 26, 2008
Bristow Group Inc.	BRISTOW (and design) (629053-7019)	Madrid Protocol (MP)	879636	January 17, 2006
Bristow Group Inc.	BRISTOW (and design) (629053-7020)	Brazil	828382239	November 25, 2008
Bristow Group Inc.	BRISTOW (and design) (629053-7022)	Mexico	962282	November 21, 2006
Bristow Group Inc.	BRISTOW (and design) (629053-7023)	Indonesia	IDM000146214	November 7, 2007
Bristow Group Inc.	BRISTOW (and design) (629053-7025)	Qatar	40276	December 16, 2007
Bristow Group Inc.	BRISTOW (and design) (629053-7026)	Thailand	34267	June 5, 2006
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7028)	Mexico	1002349	September 17, 2007
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7029)	Mexico	1042017	May 28, 2008
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7030)	Mexico	1053470	August 12, 2008
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7031)	Mexico	1063570	September 30, 2008

Owner	Trademark	Country	Registration No.	Registration Date
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7032)	Madrid Protocol (MP)	Registration No. 947258	Registration Date May 22, 2007
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7033)	MP Singapore	Registration No. 947258	Registration Date May 22, 2007
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7034)	MP Turkey	Registration No. 947258	Registration Date May 22, 2007
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7035)	MP United Kingdom	Registration No. 947258	Registration Date May 22, 2007
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7036)	MP Norway	Registration No. 947258	Registration Date May 22, 2007
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7037)	MP Russian Federation	Registration No. 947258	Registration Date May 22, 2007
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7038)	MP Italy	Registration No. 947258	Registration Date May 22, 2007
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7039)	MP Australia	Registration No. 1218507	Registration Date May 22, 2007
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7040)	MP Benelux	Registration No. 947258	Registration Date May 22, 2007
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7041)	MP China	Registration No. 947258	Registration Date May 22, 2007
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7042)	MP Finland	Registration No. 947258	Registration Date May 22, 2007
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7043)	MP Ireland	Registration No. 947258	Registration Date May 22, 2007
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7044)	MP China	Registration No. 947258	Registration Date May 22, 2007
Bristow Group Inc.	BRISTOW (and design) (629053-7045)	MP China	Registration No. 879636	Registration Date January 17, 2006
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7046)	MP China	Registration No. 947258	Registration Date May 22, 2007
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7047)	MP China	Registration No. 947258	Registration Date May 22, 2007
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7048)	MP China	Registration No. 947258	Registration Date May 22, 2007

Owner	Trademark	Country	Registration No.	Registration Date
Bristow Group Inc.	Miscellaneous Pinwheel Design (629053-7049)	MP China	Registration No. 947258	Registration Date May 22, 2007

2. Trademark APPLICATIONS

U.S.

None.

Foreign

Owner	Trademark	Country	Registration No.	Registration Date
Bristow Group Inc.	BRISTOW (and design) (629053-7006)	Libya	Serial No. 7946	Application Date August 6, 2006
Bristow Group Inc.	BRISTOW (and design) (629053-7027)	Libya	Serial No. 7947	Application Date August 6, 2006

3. Trademark LICENSES

None.
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