

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ankura Trust Company, LLC as Administrative Agent		10/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bristow Group Inc.		
Street Address:	3151 Briarpark Drive, Suite 700		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77042		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3263021	BRISTOW	
Registration Number:	3396881		
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1147700 TM REL		
NAME OF SUBMITTER:	Theresa Volano		
SIGNATURE:	/Theresa Volano/		
DATE SIGNED:	11/01/2019		
Total Attachments: 7			
source=#92587988v1 - (Bristow DIP - Release of Security Interest in Trademarks - Filing)#page2.tif			
source=#92587988v1 - (Bristow DIP - Release of Security Interest in Trademarks - Filing)#page3.tif			

OP \$65.00 3263021

source=#92587988v1 - (Bristow DIP - Release of Security Interest in Trademarks - Filing)#page4.tif
source=#92587988v1 - (Bristow DIP - Release of Security Interest in Trademarks - Filing)#page5.tif
source=#92587988v1 - (Bristow DIP - Release of Security Interest in Trademarks - Filing)#page6.tif
source=#92587988v1 - (Bristow DIP - Release of Security Interest in Trademarks - Filing)#page7.tif
source=#92587988v1 - (Bristow DIP - Release of Security Interest in Trademarks - Filing)#page8.tif

EXECUTION VERSION

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of October 31, 2019 and granted by ANKURA TRUST COMPANY, LLC (the “Administrative Agent”), in its capacity as administrative agent under that certain Senior Secured Super-Priority Debtor-in-Possession Credit Agreement, dated as of August 26, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among BRISTOW GROUP INC., a Delaware corporation and a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code (the “Lead Borrower” or “Grantor”), the other Loan Parties from time to time party thereto, each as a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code, the lenders from time to time party thereto, and the Administrative Agent, in favor of the Grantor. Capitalized terms used herein have the meanings attributed thereto in the Credit Agreement or Security Agreement (as defined below) unless otherwise defined herein.

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement, dated as of August 26, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent;

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered the Trademark Security Agreement, dated as of August 26, 2019, in favor of the Administrative Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Trademark Collateral of the Grantor: Trademarks of the Grantor set forth on Schedule I attached hereto (the “Released Trademarks”);

WHEREAS, the Administrative Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the “USPTO”) on August 27, 2019, at Reel/Frame No. 6729/0801; and

WHEREAS, the Administrative Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent agrees, for the benefit of the Grantor, as follows:

SECTION 1. Release of Security Interest. The Administrative Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Grantor’s right, title and interest in, to and under the Released Trademarks.

SECTION 2. Termination. The Administrative Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 3. Further Assurances. The Administrative Agent hereby authorizes the Grantor or the Grantor's authorized representative to (i) record this Release with the USPTO and/or (ii) otherwise record or file this Release in the applicable governmental office or agency. The Administrative Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably requests (at the Grantor's sole cost and expense) in order to confirm this Release and the Grantor's right, title and interest in, to and under the Released Trademarks.

SECTION 4. Choice of Law. This Release and any claim, controversy or dispute arising under or related to this Release, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Release may be executed in any number of counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually signed original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

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.
