

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548235

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank National Association		11/01/2019	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bristow Group Inc.		
<b>Street Address:</b>	2103 City West Blvd		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77042		
<b>Entity Type:</b>	Corporation: 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>	5123222501		
<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>	512-322-2508		
<b>Email:</b>	juli.tran@bakerbotts.com		
<b>Correspondent Name:</b>	Baker Botts L.L.P.		
<b>Address Line 1:</b>	98 San Jacinto Blvd		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>ATTORNEY DOCKET NUMBER:</b>	087501.0128		
<b>NAME OF SUBMITTER:</b>	Juli Tran		
<b>SIGNATURE:</b>	/Juli Tran/		
<b>DATE SIGNED:</b>	11/06/2019		
<b>Total Attachments: 4</b>			
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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of November 1, 2019 and granted by U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the "Collateral Agent") under that certain indenture, dated as of March 6, 2018 (the "Indenture") in respect of 8.75% Senior Secured Notes due 2023, among BRISTOW GROUP INC., a Delaware corporation (the "Issuer"), the guarantors party thereto, the Collateral Agent and U.S. Bank National Association, as trustee (in such capacity, the "Trustee"). Capitalized terms used herein have the meanings attributed thereto in the Indenture or the Security Agreement (as defined below) unless otherwise defined herein.

### **WITNESSETH:**

WHEREAS, the Issuer, as a Grantor, is party to a Security Agreement, dated as of March 6, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent;

WHEREAS, in connection with the Security Agreement, the Issuer executed and delivered the Trademark Security Agreement, dated as of March 6, 2018, in favor of the Collateral Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Issuer pledged and granted to the Collateral 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 (as defined in the Trademark Security Agreement) of the Issuer, as the Grantor: Trademarks of the Issuer set forth on Schedule I attached hereto (the "Released Trademarks");

WHEREAS, the Collateral Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "USPTO") on March 6, 2018, at Reel/Frame No. 6284/0811; and

WHEREAS, the Collateral 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 Collateral Agent agrees, for the benefit of the Issuer, as follows:

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

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

SECTION 3. Further Assurances. The Collateral Agent hereby authorizes the Issuer or the Issuer'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 Collateral Agent further agrees to execute and deliver to the Issuer any and all further documents and instruments, and do any and all further acts which the Issuer (or its agents or designees) reasonably requests (at the Issuer's sole cost and expense) in order to confirm this Release and the Issuer'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 Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By: Barry E  
Name: Barry Ihrke  
Title: Vice President

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT RELEASE**

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