

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600928

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS AT REEL/FRAME NO. 6763/0936

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		10/02/2020	Aktiengesellschaft (Ag): SWITZERLAND

RECEIVING PARTY DATA

Name:	PHI AIR MEDICAL, LLC
Street Address:	2001 SE EVANGELINE THRUWAY
City:	LAFAYETTE
State/Country:	LOUISIANA
Postal Code:	70508
Entity Type:	Limited Liability Company: LOUISIANA
Name:	PHI, INC.
Street Address:	2001 SE EVANGELINE THRUWAY
City:	LAFAYETTE
State/Country:	LOUISIANA
Postal Code:	70508
Entity Type:	Corporation: LOUISIANA
Name:	PHI HELIPASS, INC.
Street Address:	2001 SE EVANGELINE THRUWAY
City:	LAFAYETTE
State/Country:	LOUISIANA
Postal Code:	70508
Entity Type:	Corporation: LOUISIANA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5136082	AFTER-HOURSASSIST
Registration Number:	5136081	DISCHARGEDIRECT
Registration Number:	5136080	SWIFTADMIT
Registration Number:	5234632	PHI PATIENT NAVIGATION
Registration Number:	5135231	BEYOND TRANSFER CENTER SERVICES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4797811	PHI AIR MEDICAL
Registration Number:	4691181	PHI CARES
Registration Number:	5116773	PHI
Registration Number:	4024985	HELIPASS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 7145401235

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	044786-0169
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	10/02/2020

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) dated as of October 2, 2020, is made by Credit Suisse AG, Cayman Islands Branch, (“Credit Suisse”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, the “Collateral Agent”) in favor of PHI Health, LLC (f/k/a Air Medical, LLC), a Louisiana limited liability company, PHI Aviation, LLC (f/k/a PHI, Inc.), a Louisiana limited liability company, and PHI Helipass, L.L.C., a Louisiana limited liability company (each a “Grantor,” and collectively the “Grantors”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to the Credit Agreement, dated as of September 4, 2019 (as may have been amended, amended and restated, supplemented, extended or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”) among PHI Group, Inc, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Credit Suisse as Administrative Agent, the Grantors, the Loan Parties and the Collateral Agent entered into a Security Agreement, dated as of September 4, 2019 (the as may have been amended, amended and restated, supplemented, extended or otherwise modified, renewed or replaced from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated September 4, 2019 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office on October 4, 2019 at Reel/Frame 6763/0936;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor pledged, collaterally assigned, granted, hypothecated and transferred to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in (the “Security Interest”), all of its right, title and interest in, to and under the following property of Grantor (other than Excluded Property): (a) all of its Trademarks, including those United States federal Trademark applications and registrations referred to on Schedule A hereto, and all goodwill associated therewith, and all common-law rights related thereto; (b) the right to obtain all extensions and renewals thereof; and (c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof (the “Trademark Collateral”); and

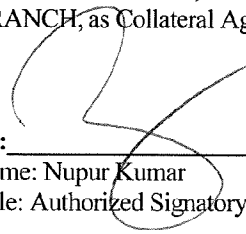
WHEREAS, the Grantors have requested that the Collateral Agent now terminate and release its Security Interest in the Trademark Collateral and terminate the Trademark Security Agreement;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, hereby terminates the Trademark Security Agreement, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantors, and their successors and assigns its Security Interest in the Trademark Collateral, and hereby reassigns to the applicable Grantor any and all right, title and interest the Collateral Agent may have in, to and under the Trademark Collateral of such Grantor, in each case without recourse to, or representation or warranty by, the Collateral Agent. Each Grantor, and any successor to the Grantor (including an person or entity hereafter having any right, title or interest in the Trademark Collateral of such Grantor) is hereby authorized to record this Release with the United States Patent and Trademark Office.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the date first written above.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

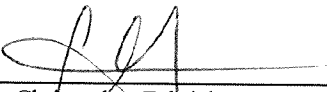
By: 
Name: Nupur Kumar
Title: Authorized Signatory

By: _____
Name: Christopher Zybrick
Title: Authorized Signatory

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the date first written above.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: _____
Name: Nupur Kumar
Title: Authorized Signatory

By:  _____
Name: Christopher Zybrick
Title: Authorized Signatory

Signature Page to Release of Security Interest in Trademarks

SCHEDULE A

<u>Country</u>	<u>Registration No.</u>	<u>Trademark</u>	<u>Listed Owner</u>
U.S.	5136082	AFTER-HOURS ASSIST	PHI Air Medical, LLC
U.S.	5136081	DISCHARGE DIRECT	PHI Air Medical, LLC
U.S.	5136080	SWIFT ADMIT	PHI Air Medical, LLC
U.S.	5234632	PHI PATIENT NAVIGATION	PHI Air Medical, LLC
U.S.	5135231	BEYOND TRANSFER CENTER SERVICES	PHI Air Medical, LLC
U.S.	5116773	PHI	PHI, Inc.
U.S.	4797811	PHI AIR MEDICAL	PHI Air Medical, LLC
U.S.	4691181	PHI CARES	PHI Air Medical, LLC
U.S.	4024985	HELIPASS	PHI Helipass, L.L.C.