

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Erickson Incorporated		02/03/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Funding IV Trust		
Street Address:	7255 Woodmont Avenue		
Internal Address:	Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5432365	TESTED AND TRUSTED	
Registration Number:	5972950		
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6605.040		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	02/03/2021		
Total Attachments: 5			
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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement to Trademark Security Agreement (the "**Supplement**") is entered into as of the 3rd day of February, 2021 by and between **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust, as successor by assignment from MidCap Funding X Trust ("**Agent**") and **ERICKSON INCORPORATED**, a Delaware corporation ("**Grantor**").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Credit and Security Agreement, by and among Grantor, Erickson Helicopters, Inc., an Oregon corporation, Evergreen Equity, a Nevada corporation, the guarantors party thereto, Agent, and the other financial institutions party thereto as lenders (each a "**Lender**" and collectively, the "**Lenders**"), dated as of April 28, 2017 (as the same may be amended, modified or supplemented from time to time, the "**Credit Agreement**").

B. Grantor and Agent are parties to a certain Trademark Security Agreement dated as of April 28, 2017, which Trademark Security Agreement was assigned by MidCap Funding X Trust to Agent pursuant to that certain Assignment of Trademark Security Agreement dated March 7, 2019 and recorded with the United State Patent and Trademark Office on March 8, 2019 at Reel/Frame 6585/0549 (such Trademark Security Agreement, as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Agreement**"; capitalized terms used herein but not otherwise defined shall have the meaning given thereto in the Trademark Agreement).

C. Pursuant to the terms of the Credit Agreement and the Trademark Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under its Trademarks.

D. Pursuant to Section 4.11(a) of the Credit Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any new Trademarks, Grantor shall deliver to Agent a duly completed and executed supplement to the Trademark Agreement, pursuant to which Grantor shall grant and reconfirm the grant by it of a security interest in all such new Trademarks and the proceeds thereof, which supplement may be and is intended by the parties hereto to be filed with the United States Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement, the Trademark Agreement, and the other Security Documents, a continuing security

interest in all of Grantor's right, title and interest in, to and under each of Grantor's Trademarks set forth on **Exhibit A** attached hereto including, without limitation, the following:

(a) The entire goodwill of the business of Grantor connected with and symbolized by such Trademarks;

(b) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(c) All licenses or other rights to use any of such Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, extensions, renewals and extensions of such Trademarks;
and

(e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing (collectively, the "**New Trademarks**").

Grantor hereby represents and warrants to Agent and to the Lenders that **Exhibit A** sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor as of the date hereof that were not (i) listed on the **Exhibit A** delivered in connection with the original Trademark Agreement or (ii) listed on the **Exhibit A** delivered in connection with any supplement to the Trademark Agreement delivered by Grantor to Agent prior to the date hereof.

The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

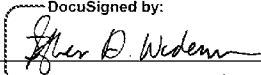
This Supplement shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York, without regard to conflicts of laws principles, and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto were upon the same instrument. Signatures by facsimile or by electronic mail delivery of an electronic version of any executed signature page shall bind the parties hereto.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Supplement to be duly executed by their officers thereunto duly authorized as of the first date written above.

GRANTOR:

ERICKSON INCORPORATED,
a Delaware corporation

By:  _____
Name: DocuSigned by: BC11FB050364450 Stephen Wideman _____
Title: Chief Financial officer _____

AGENT:

MIDCAP FUNDING IV TRUST, a Delaware statutory trust, as successor by assignment from MidCap Funding X Trust

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner


By: 
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT A

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
TESTED AND TRUSTED	5,432,365	March 27, 2018
[Design Only]	5,972,950	January 28, 2020

Exhibit A