

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM748512

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MD Helicopters, LLC	FORMERLY MDH Holdco, LLC	08/15/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acquiom Agency Services LLC, as collateral agent		
<b>Street Address:</b>	150 South Fifth Street		
<b>Internal Address:</b>	Suite 2600		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2932985	MD EXPLORER	
<b>Registration Number:</b>	2475222	MD HELICOPTERS	
<b>Registration Number:</b>	2781004	MD900	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128366337		
<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>	12128367319		
<b>Email:</b>	paul.somelofske@arnoldporter.com		
<b>Correspondent Name:</b>	Paul J. Somelofske		
<b>Address Line 1:</b>	c/o Arnold & Porter Kaye Scholer LLP		
<b>Address Line 2:</b>	250 West 55th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10019-9710		
<b>NAME OF SUBMITTER:</b>	Paul J. Somelofske		
<b>SIGNATURE:</b>	/Paul J. Somelofske/		
<b>DATE SIGNED:</b>	08/15/2022		
<b>Total Attachments: 6</b>			
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**TRADEMARK SECURITY AGREEMENT**, dated as of August 15, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made between the **ENTITY IDENTIFIED AS GRANTOR ON THE SIGNATURE PAGE HERETO** (the “**Grantor**”) and Acquiom Agency Services LLC, as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

**WHEREAS**, the Grantor is party to the Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time the “**Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of August 15, 2022, made by and among MD Helicopters, LLC (formerly known as MDH Holdco, LLC), MDHI Holdco, LLC, Bank of Utah, not in its individual capacity, but solely as Owner Trustee, and certain other Grantors party thereto, in favor of the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security.** As security for the payment and performance in full of the Secured Obligations, Grantor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, all of such Grantor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) the United States Trademarks (as defined in the Security Agreement) set forth on Schedule A hereto and the goodwill of the business symbolized thereby or associated therewith.

Notwithstanding anything herein to the contrary, (a) in no event shall the Trademark Collateral include or the security interest granted under this Section 2 attach to any “intent to use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law and (b) if, for so long and to the extent as

any such asset constitutes Excluded Property, the security interest granted under this Section 2 shall not attach to, and the Trademark Collateral shall not include, such asset, provided, however, that the security interest granted under this Section 2 shall immediately attach to, and the Trademark Collateral shall immediately include, any such asset (or portion thereof) upon such asset (or such portion) ceasing to be Excluded Property.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. Recordation.** This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

**SECTION 5. GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND (TO THE EXTENT APPLICABLE) THE BANKRUPTCY CODE WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK OR (TO THE EXTENT APPLICABLE) THE BANKRUPTCY CODE.

**SECTION 6. Counterparts.** This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MD Helicopters, LLC

By:

Name:

Title:



Brad Pedersen


Chief Executive Officer and  
President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007822 FRAME: 0521**

Accepted and Agreed:

ACQUIOM AGENCY SERVICES LLC,  
as Collateral Agent,

By:   
Name: Beth Cesari  
Title: Senior Director


[Signature Page to Trademark Security Agreement]

**SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

Trademarks

U.S. Trademarks

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	MD EXPLORER	78348717 January 7, 2004	2932985 March 15, 2005	Renewed March 15, 2015	MD Helicopters, Inc.
2.	MD HELICOPTERS and Design 	75867618 December 9, 1999	2475222 August 7, 2001	Renewed August 7, 2011	MD Helicopters, Inc.
3.	MD900	75896020 January 13, 2000	2781004 November 11, 2003	Renewed November 27, 2013	MD Helicopters, Inc.

Foreign Trademarks

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Brief Goods/Services Class	Owner
<b><u>ROMANIAN TRADEMARKS</u></b>					
1. MD 540 F	M 2012 07819 12/04/2012	124679 07/04/2013	Registered	Int'l class 12	MD Helicopters, Inc.
<b><u>JORDAN TRADEMARKS</u></b>					
1. MD 540 F	JO/T/1/103027 12/04/2012	126582 07/02/2013	Registered	Int'l class 12	MD Helicopters, Inc.
<b><u>SAUDI ARABIAN TRADEMARKS</u></b>					
1. MD 540F	143400799 12/03/2012	--	Registered	Int'l class 12	MD Helicopters, Inc.
<b><u>UNITED ARAB EMIRATES TRADEMARKS</u></b>					
1. MD 540F	182939 12/04/2012	--	Published	Int'l class 12	MD Helicopters, Inc.
<b><u>INDIAN TRADEMARKS</u></b>					
1. MD POWER	1712353 07/21/2008	906185 01/14/2011	Renewed	Int'l class 37	MD Helicopters, Inc.

US 172461826