

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MD HELICOPTERS, LLC		09/27/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SIENA LENDING GROUP LLC,		
Street Address:	9 W Broad Street		
Internal Address:	5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2932985	MD EXPLORER	
Registration Number:	2475222	MD HELICOPTERS	
Registration Number:	2781004	MD900	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (140690-01138 F.M.)		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	140690-01138		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	09/27/2022		
Total Attachments: 12			

OP \$90.00 2932985

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 27th day of September, 2022 by MD HELICOPTERS, LLC, a Delaware limited liability company ("Grantor"), in favor of SIENA LENDING GROUP LLC, as lender (together with its successors and assigns, the "Lender"):

W I T N E S S E T H

WHEREAS, Grantor, certain affiliates of Grantor, and Lender are parties to a certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to the Borrowers (as defined in the Loan Agreement) by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers (as defined in the Loan Agreement) to Lender under the Loan Agreement.

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, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following:

(i) each trademark, patent and copyright of Grantor, whether now owned or existing or hereafter created, acquired or arising, including without limitation such trademark, patents and copyrights listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Patent or Copyright, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES

OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

5. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MD HELICOPTERS, LLC

DocuSigned by:
By: 
Name: Barry Sullivan
Its: Chief Financial Officer

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC,

as Lender

DocuSigned by:
Jason Schick
By: 60AEAE555080452


Jason Schick
Authorized Signatory

DocuSigned by:
STEVEN SANICOLA
By: 8078D06DB6CA416...

Steven Sanicola
Authorized Signatory

SCHEDULE 1

TRADEMARK REGISTRATIONS

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. MID900	75896020 January 13, 2000	2781004 November 11, 2003	Renewed November 27, 2013	MD Helicopters, Inc.

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

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PATENT REGISTRATIONS

<u>Patent Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
NONE		__ / __ / 20__		__ / __ / 20__

COPYRIGHTS

<u>COPYRIGHT TITLE</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>CLAIMANT</u>
1. Basic Handbook of Maintenance Instruction (CSP-HMI-2) Servicing and Maintenance.	TX00008323 450	09/15/2016	MD Helicopters, Inc.
2. CSP-H-2 Basic Handbook of Maintenance Instructions for MDHI 369H Helicopters.	TX00008280 426	08/25/2016	MD Helicopters, Inc.
3. CSP-H-5, Component Overhaul Manual.	TX00008280 431	08/25/2016	MD Helicopters, Inc.
4. CSP-IPC-4 Illustrated Parts Catalog For MD500/600 Series Helicopters Models 369D/E/FF-500/600N Reissue No. 1	TX00008749 494	04/09/2019	MD Helicopters, Inc.

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5.	CSP-IPC-4 Illustrated Parts Catalog For MD500/600 Series Helicopters Models 369D/E/FF-500N 600N Rev. 1	TX00008749 481	04/09/2019	MD Helicopters, Inc.
6.	CSP-SRM-6 Structural Repair Manual	TX00008280 467	08/25/2016	MD Helicopters, Inc.
7.	Maintenance Manual CSP-H-4 Appendix B for MDHI 369H Helicopters.	TX00008280 464	08/25/2016	MD Helicopters, Inc.
8.	McDonnell Douglas Helicopter Systems 11 November 19934 Illustrated Parts Catalog MDHS 500H Series Helicopter.	TX00008280 460	08/25/2016	MD Helicopters, Inc.
9.	MD Helicopters Inc. CSP-HMI-2 Handbook of Maintenance Instructions for MDHI 369D/E/FF-500/600N Helicopters	TX00008280 403	08/25/2016	MD Helicopters, Inc.
10.	MD Helicopters Inc. CSP-HMI-2 Handbook of Maintenance Instructions for MDHI 369D/E/FF-500/600N Helicopters	TX00008280 422	08/25/2016	MD Helicopters, Inc.
11.	MD Helicopters Inc. CSP-HMI-3 Handbook of Maintenance Instructions Instruments-Electrical-Avionics for MDHI 369D/E/FF-500/600N Helicopters.	TX00008280 465	08/25/2016	MD Helicopters, Inc.

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12.	MD500 OEM Drawings for Spare Parts	VAn001259339	08/25/2016	MD Helicopters, Inc.
13.	MD500 OEM Drawings for Spare Parts, Volume Two	VAn001334344	12/20/2017	MD Helicopters, Inc.
14.	MDHC 500 Model 369H Series Helicopter Appendix A Optional Equipment Manual Handbook of Maintenance Instructions	TX0008245842	08/25/2016	MD Helicopters, Inc.
15.	MDHC 500D (369D) 500E (369E) 530FF (369FF) Series Helicopter Illustrated Parts Catalog (CSP-IPC-4)	TX0008749492	04/09/2019	MD Helicopters, Inc.
16.	MDHC 500D (369D) 500E (369E) 530FF (369FF) Series Helicopter Illustrated Parts Catalog (CSP-IPC-4) Change 1-4.	TX0008751228	04/09/2019	MD Helicopters, Inc.
17.	MDHC 500D (369D) 500E (369E) 530FF (369FF) Series Helicopter Illustrated Parts Catalog (CSP-IPC-4) Change 4.	TX0008749478	04/09/2019	MD Helicopters, Inc.
18.	MDHI Model Helicopters Model 369D/E/FF-500/600N Basic Handbook of Maintenance Instructions (CSP-HMI-2) Rev 29.	TX0008731068	04/09/2019	MD Helicopters, Inc.

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19.	MDHI Model Helicopters Model 369D/E/FF-500/600N Illustrated Parts Catalog (CSP-IPC-4) Rev 15.	TX0008731 084	04/09/2019	MD Helicopters, Inc.
20.	MDHI Model Helicopters Model 369D/E/FF-500/600N Illustrated Parts Catalog (CSP-IPC-4) Rev 6.	TX0008731 134	04/09/2019	MD Helicopters, Inc.
21.	MDHI Model Helicopters Model 369H Basic Handbook of Maintenance Instructions (CSP-H-2) Rev 17.	TX0008731 082	04/09/2019	MD Helicopters, Inc.
22.	MDHI Model Helicopters Model 369H Basic Handbook of Maintenance Instructions (CSP-H-2) Rev 18.	TX0008731 141	04/09/2019	MD Helicopters, Inc.
23.	MDHI Model Helicopters Models 369D/E/FF-500/600N Basic Handbook of Maintenance Instructions (CSP-HIM-2) Rev 47.	TX0008731 075	04/09/2019	MD Helicopters, Inc.
24.	MDHI Model Helicopters Models 369D/E/FF-500/600N Basic Handbook of Maintenance Instructions (CSP-HMI-2) Rev 23.	TX0008731 060	04/09/2019	MD Helicopters, Inc.
25.	MDHI Model Helicopters Models 369D/E/FF-500/600N CSP-COM-5 Component Overhaul Manual.	TX0008280 456	08/25/2016	MD Helicopters, Inc.

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26.	MDHI Model Helicopters Models 369D/E/FF-500/600N CSP-COM-5 Component Overhaul Manual.	TX0008280 433	08/25/2016	M/D Helicopters, Inc.
27.	MDHI Model Helicopters Models 369D/E/FF-500N/600N Illustrated Parts Catalog (CSP-IPC-4)	TX0008280 409	08/25/2016	M/D Helicopters, Inc.
28.	MDHI Specifications.	TXu002157 440	12/20/2017	M/D Helicopters, Inc.
29.	MDHS Model Helicopters Model 369D/E/FF-500/600N Illustrated Parts Catalog (CSP-IPC-4) Rev 2	TX0008749 475	04/09/2019	M/D Helicopters, Inc.
30.	MDHS Model Helicopters Model 369D/E/FF Illustrated Parts Catalog (CSP-IPC-4) Change 5	TX0008731 103	04/09/2019	M/D Helicopters, Inc.
31.	MDHS Model Helicopters Model 369D/E/FF Illustrated Parts Catalog (CSP-IPC-4) Change 6.	TX0008749 483	04/09/2019	M/D Helicopters, Inc.
32.	MDHS Model Helicopters Model 369D/E/FF Illustrated Parts Catalog (CSP-IPC-4) Change 7	TX0008745 515	04/09/2019	M/D Helicopters, Inc.
33.	MDHS Model Helicopters Model 369D/E/FF-Model 500N Component Overhaul Manual (CSP-COM-5)	TX0008749 467	04/09/2019	M/D Helicopters, Inc.

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34.	MDHS Model Helicopters Model 369D/E/FF Model 500N Illustrated Structures Catalog (CSP-ISC-7)	TX0008265 523	08/25/2016	MD Helicopters, Inc.
35.	MDHS Model Helicopters Models 369D/E/FF-500/600N Basic Handbook of Maintenance Instructions (CSP-HMI-2)	TX0008731 058	04/09/2019	MD Helicopters, Inc.

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