

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Erickson Incorporated		12/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sound Point Agency LLC		
Street Address:	375 Park Avenue		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2262212	AIR CRANE	
Registration Number:	2578985	AIR CRANE	
Registration Number:	3864265		
Registration Number:	4721095	ERICKSON	
Registration Number:	5432365	TESTED AND TRUSTED	
Registration Number:	5972950		
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	01/13/2023		

CH \$165.00 2262212

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is entered into as of the December 29, 2022 by and between **ERICKSON INCORPORATED**, a Delaware corporation (“*Grantor*”) and **SOUND POINT AGENCY LLC**, as agent (in such capacity, together with its permitted successors and assigns, “*Agent*”) for itself and other Lenders (as defined below).

RECITALS

A. Pursuant to that certain Credit and Security Agreement dated as of even date herewith (together with all extensions, renewals, restatements modifications, substitutions and amendments thereof, the “*Credit Agreement*”) among **ERICKSON INCORPORATED**, a Delaware corporation, **ERICKSON HELICOPTERS, INC.**, an Oregon corporation, and any additional borrower that may hereafter be added to the Credit Agreement (each individually as a “*Borrower*”, and collectively as “*Borrowers*”), the other Credit Parties party thereto, Agent, and the other financial institutions party thereto as lenders (each a “*Lender*”, and collectively, the “*Lenders*”), Lenders are making available to Borrowers a revolving loan facility. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

B. The Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Trademarks (as defined below) to secure the Obligations.

C. Pursuant to the terms of the Credit 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 all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its Trademarks, including, without limitation, the following:

(a) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on *Exhibit A* attached hereto (collectively, the “*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 the 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 the 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; provided that the Collateral shall not include any Excluded Collateral.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any other Financing Document, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Credit Agreement or any other Financing Document, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Notwithstanding anything to the contrary in this Trademark Security Agreement, all of Agent's rights and obligation under this Trademark Security Agreement are subject to the terms of the Second Lien Intercreditor Agreement.

This Trademark Security Agreement 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.

*[Remainder of Page Intentionally Left Blank;
Signature Pages Follow.]*

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

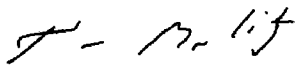
GRANTOR:

ERICKSON INCORPORATED, a Delaware corporation

By: *Douglas Kitani*
Douglas L. Kitani
President

AGENT:

SOUND POINT AGENCY LLC, as Agent

By: 

Name: Kevin Gerlitz

Title: Treasurer and Chief Financial Officer

TRADEMARKS

Description	Registration Number	Registration Date
AIR CRANE	2,262,212	July 20, 1999
AIR CRANE	2,578,985	June 11, 2002
MISCELLANEOUS DESIGN (helicopter logo)	3,864,265	October 19, 2010
ERICKSON	4,721,095	April 14, 2015
TESTED AND TRUSTED	5,432,365	March 27, 2018
MISCELLANEOUS DESIGN (front view design of helicopter)	5,972,950	January 28, 2020
ERICKSON	TMA958242	December 16, 2016
ERICKSON	012842101	September 24, 2014