

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840723

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|----------------------------------|--------------------------------------|---------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PNC BANK, NATIONAL ASSOCIATION | | 09/19/2023 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | PHI HELIPASS, LLC | | |
| Street Address: | 2001 SE Evangeline Thruway | | |
| City: | Lafayette | | |
| State/Country: | LOUISIANA | | |
| Postal Code: | 70508 | | |
| Entity Type: | Limited Liability Company: LOUISIANA | | |
| Name: | PHI HEALTH, LLC | | |
| Street Address: | 2001 SE Evangeline Thruway | | |
| City: | Lafayette | | |
| State/Country: | LOUISIANA | | |
| Postal Code: | 70508 | | |
| Entity Type: | Limited Liability Company: LOUISIANA | | |
| Name: | PHI AVIATION, LLC | | |
| Street Address: | 2001 SE Evangeline Thruway | | |
| City: | Lafayette | | |
| State/Country: | LOUISIANA | | |
| Postal Code: | 70508 | | |
| Entity Type: | Limited Liability Company: 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: | 4691181 | PHI CARES | |
| Registration Number: | 5135231 | BEYOND TRANSFER CENTER SERVICES | |
| | | TRADEMARK | |

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------|
| Registration Number: | 5116773 | PHI |
| Registration Number: | 4797811 | PHI AIR MEDICAL |
| 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.

Email: laura.o'brien@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Ave.

Address Line 2: 11th Floor

Address Line 4: Boston, MASSACHUSETTS 02116

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|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 057833.00163 |
| NAME OF SUBMITTER: | Laura O'Brien |
| SIGNATURE: | /Laura O'Brien/ |
| DATE SIGNED: | 09/20/2023 |

Total Attachments: 5

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TERMINATION OF TRADEMARK AND PATENT SECURITY AGREEMENT

This TERMINATION OF TRADEMARK AND PATENT SECURITY AGREEMENT, dated as of September 19, 2023 (this "Termination and Release"), is granted by PNC BANK, NATIONAL ASSOCIATION, as agent for the lenders (collectively, the "Lenders") party from time to time to the Credit Agreement referred to below (together with its successors and assigns in such capacity, "Agent"), in favor of each of PHI HELIPASS, LLC, a Louisiana limited liability company, PHI HEALTH, LLC, a Louisiana limited liability company, and PHI AVIATION, LLC, a Louisiana limited liability company (individually, each a "Grantor" and collectively, jointly and severally, the "Grantors").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of October 2, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"), by and among the Grantors and certain Affiliates thereof, as Borrowers, the Lenders party thereto from time to time and the Agent, the Grantors granted in favor of the Agent, for the benefit of the Agent and the Lenders, a security interest in the Grantors' personal property constituting Collateral (as defined in the Credit Agreement);

WHEREAS, in furtherance of the security interest granted by the Grantors under the Credit Agreement, pursuant to that certain Trademark and Patent Security Agreement, dated as of October 2, 2020 (the "IPSA"), made by the Grantors in favor of the Agent, for the benefit of the Agent and the Lenders, a security interest was granted in certain Intellectual Property constituting Collateral, and the IPSA was recorded with the (a) trademark division of United States Patent and Trademark Office (the "USPTO") on October 6, 2020, at Reel 007071, Frame 0890 and (b) patent division of the USPTO on October 6, 2020, at Reel 053992, Frame 0990; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Intellectual Property constituting Collateral granted by the Grantors pursuant to the IPSA.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property pursuant to the IPSA, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meaning provided by reference in the IPSA.

2. Release of Security Interest. The Agent hereby irrevocably terminates, releases and discharges the entirety of its security interest in the Intellectual Property constituting Collateral, and any right, title or interest the Agent may have in such Intellectual Property constituting Collateral, including, without limitation, with respect to the (a) Patents and Patent Licenses listed on Schedule A attached hereto and (b) Trademarks and Trademark Licenses listed on Schedule B attached hereto. To the extent the Agent has acquired any right, title, or interest in any Intellectual Property constituting Collateral, the Agent hereby irrevocably assigns to each applicable Grantor all such right, title, and interest.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge and deliver any further documents (including, without limitation, to the USPTO) and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby, all at the Grantors' sole cost and expense.

4. Governing Law. This Termination and Release shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles (other than section 5-1401 of the New York General Obligations Law).

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Ron Zeiber

Title: Senior Vice President

[SIGNATURE PAGE TO TERMINATION OF TRADEMARK AND PATENT SECURITY AGREEMENT]

TRADEMARK
REEL: 008203 FRAME: 0487

SCHEDULE A

PATENTS AND PATENT LICENSES

| GRANTOR | PATENT NAME | NUMBER | DATE | JURISDICTION OF REGISTRATION |
|-------------------|-------------------------------------|--------------------------------|-------------------------------|-------------------------------------|
| PHI Helipass, LLC | Kiosk for Energy Industry Logistics | Patent 9,165,265 B2 | Issue Date: October 20, 2015 | USA |
| PHI Helipass, LLC | Kiosk for Energy Industry Logistics | Patent 9,576,256 B2 | Issue Date: February 21, 2017 | USA |
| PHI Helipass, LLC | Kiosk for Energy Industry Logistics | Patent 10,062,040 | Issue Date: August 28, 2018 | USA |
| PHI Helipass, LLC | Kiosk for Energy Industry Logistics | Patent 10,540,614 | Issue Date: January 21, 2020 | USA |
| PHI Helipass, LLC | Kiosk for Energy Sector Logistics | PCT/US13/23456 US61/591,704 | Filing Date: January 28, 2013 | PCT |
| PHI Helipass, LLC | Kiosk for Energy Sector Logistics | 2,899,391 US61/591,704 | March 10, 2020 | Canada |

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

| GRANTOR | TRADEMARK | NUMBER | DATE | JURISDICTION OF REGISTRATION |
|-------------------|---|----------------------|--------------------|-------------------------------------|
| PHI Health, LLC | AFTER-HOURS ASSIST | 5136082 | February 7, 2017 | USA |
| PHI Health, LLC | DISCHARGE DIRECT | 5136081 | February 7, 2017 | USA |
| PHI Health, LLC | SWIFT ADMIT | 5136080 | February 7, 2017 | USA |
| PHI Health, LLC | PHI PATIENT NAVIGATION | 5234632 | July 4, 2017 | USA |
| PHI Health, LLC | PHI CARES | 4691181 | February 24, 2015 | USA |
| PHI Health, LLC | BEYOND TRANSFER CENTER SERVICES | 5135231 | February 7, 2017 | USA |
| PHI, Inc. | PHI | 5116773 | January 1, 2017 | USA |
| PHI Health, LLC | PHI AIR MEDICAL | 4797811 | August 25, 2015 | USA |
| PHI Helipass, LLC | HELIPASS | 4024985 | September 13, 2011 | USA |
| PHI, Inc. |  | 823,691,284 (IC 039) | September 29, 2017 | Brazil |
| PHI, Inc. |  | 823,691,292 (IC 012) | September 29, 2017 | Brazil |