

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864451

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|-------------------------------------|---|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Air Methods, LLC | | 12/28/2023 | Limited Liability Company: DELAWARE |
| ROCKY MOUNTAIN HOLDINGS, L.L.C. | | 12/28/2023 | Limited Liability Company: DELAWARE |
| NATIVE AIR SERVICES, INC. | | 12/28/2023 | Corporation: NEVADA |
| LIFENET, INC. | | 12/28/2023 | Corporation: MISSOURI |
| NATIVE AMERICAN AIR AMBULANCE, INC. | | 12/28/2023 | Corporation: NEVADA |
| HELICOPTER CONSULTANTS OF MAUI, LLC | | 12/28/2023 | Limited Liability Company: HAWAII |
| AIRMD, LLC | | 12/28/2023 | Limited Liability Company: KANSAS |
| RECEIVING PARTY DATA | | | |
| Name: | WILMINGTON SAVINGS FUND SOCIETY, FSB, AS COLLATERAL AGENT | | |
| Street Address: | 500 Delaware Avenue | | |
| Internal Address: | 11th Floor | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19801 | | |
| Entity Type: | Federal Savings Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 27 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3748218 | A DEPARTMENT OF AIR METHODS CORPORATION | |
| Registration Number: | 1345108 | AIR LIFE | |
| Registration Number: | 4128013 | AIR METHODS | |
| Registration Number: | 2347187 | AIR METHODS | |
| Registration Number: | 2345539 | AIRMETHODS | |
| Registration Number: | 3748197 | COMPLETE BILLING SOLUTIONS A DEPARTMENTO | |
| Registration Number: | 4818935 | DEFENDERS OF TOMORROW | |
| Registration Number: | 4482033 | UNITED ROTORCRAFT | |

CH \$690.00 3748218

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------|
| Registration Number: | 5778306 | AIRCOM |
| Registration Number: | 5324177 | DIRECT PATIENT LOGISTICS |
| Registration Number: | 5324178 | DIRECT PATIENT LOGISTICS |
| Registration Number: | 5406039 | HAWAII HELICOPTERS |
| Registration Number: | 5855292 | BLUE · HAWAIIAN · HELICOPTERS |
| Registration Number: | 5607648 | AIR METHODS ADVANTAGE |
| Registration Number: | 6184024 | ONLY BLUE |
| Registration Number: | 7133716 | CYPHERON |
| Registration Number: | 4133449 | LIFE NET |
| Registration Number: | 2211603 | LIFE NET |
| Registration Number: | 2202654 | BLUE HAWAIIAN HELICOPTERS |
| Registration Number: | 2147847 | BLUE HAWAIIAN HELICOPTERS |
| Registration Number: | 3128225 | |
| Registration Number: | 5218396 | BLUE HAWAIIAN |
| Registration Number: | 2819250 | NATIVE AIR |
| Registration Number: | 3372157 | NATIVE AIR |
| Registration Number: | 3024887 | LIFENET |
| Registration Number: | 5840540 | LIFESAVE |
| Serial Number: | 98007540 | BLUE HAWAIIAN |

CORRESPONDENCE DATA

Fax Number: 2123108007

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.

Phone: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Nick Swan

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Nick Swan - 12309.0022

NAME OF SUBMITTER: Nick Swan

SIGNATURE: /Nick Swan/

DATE SIGNED: 12/28/2023

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of December 28, 2023, is entered into by each of the entities listed on the signature pages hereto (each a “**Grantor**”, and together the “**Grantors**”), in favor of the Collateral Agent (as defined below) for the benefit of the Secured Parties (as defined below).

WHEREAS, pursuant to that certain Security Agreement, dated as of December 28, 2023 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time and as in effect on the date hereof, the “**Security Agreement**”), by and among CHPPR MIDCO INC., a Delaware corporation, CHPPR GUARANTORCO INC., a Delaware corporation, the Grantors, the other Grantors (solely for this purpose, as defined therein) party thereto from time to time and Wilmington Savings Fund Society, FSB, as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to in the Security Agreement) (in such capacity, the “**Collateral Agent**”), each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, each Grantor is executing this Trademark Security Agreement in accordance with the requirements of Section 5 of the Security Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations; and

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Each Grantor hereby grants to the Collateral Agent, in order to secure the Secured Obligations, 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 the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (a) each Trademark or application therefor listed on Schedule 1 hereto; and
- (b) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

2. EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL TO THE EXTENT SUCH TRADEMARK COLLATERAL CONSTITUTES RECORDABLE INTELLECTUAL PROPERTY.

3. This Trademark Security Agreement shall continue in effect until the Termination Date, and the Liens granted by each Grantor hereunder shall be automatically released and such Grantor shall automatically be released from its obligations hereunder in the circumstances described in Sections 10.12

or 11.09 of the Credit Agreement, and Sections 21(a) through 21(c) of the Security Agreement, as applicable. In connection with any termination or release pursuant to the immediately preceding sentence, the Collateral Agent shall, at the expense of such Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions (including, without limitation, making of all filings) as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

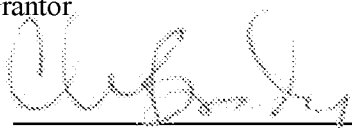
4. The foregoing security interest is granted in conjunction with the security interests granted by such Grantor to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

5. This Trademark Security Agreement has been executed, delivered and accepted in, and shall be deemed to have been made in, New York and shall be governed by and construed and enforced in accordance with the laws of the State of New York.


[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first above written.

AIR METHODS, LLC,
as a Grantor

By: 
Name: Christopher J. Brady
Title: Senior Vice President, General Counsel
and Secretary

ROCKY MOUNTAIN HOLDINGS, L.L.C.,
NATIVE AIR SERVICES, INC.,
LIFENET, INC.
NATIVE AMERICAN AIR AMBULANCE, INC.,
each as a Grantor

By: 
Name: Christopher J. Brady
Title: Secretary

HELICOPTER CONSULTANTS OF MAUI, LLC,
as a Grantor

By: _____
Name: Margaret McConnell
Title: Vice President and Secretary


AIRMD, LLC,
as a Grantor

By: _____
Name: JaeLynn Williams
Title: Chief Executive Officer

ROCKY MOUNTAIN HOLDINGS L.L.C.,
NATIVE AIR SERVICES, INC.,
LIFENET, INC.
NATIVE AMERICAN AIR AMBULANCE, INC.,
each as a Grantor

By: _____
Name: Christopher J. Brady
Title: Secretary

HELICOPTER CONSULTANTS OF MAUI, LLC,
as a Grantor

By: _____

Name: Margaret McConnell
Title: Vice President and Secretary

AIRMD, LLC,
as a Grantor

By: _____
Name: JaeLynn Williams
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ROCKY MOUNTAIN HOLDINGS, L.L.C.,
NATIVE AIR SERVICES, INC.,
LIFENET, INC.
NATIVE AMERICAN AIR AMBULANCE, INC.,
each as a Grantor

By: _____

Name: Christopher J. Brady
Title: Secretary

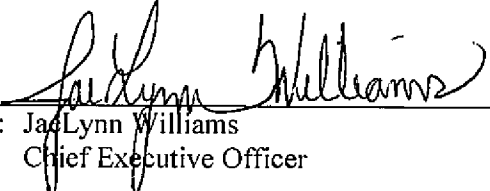
HELICOPTER CONSULTANTS OF MAUI, LLC,
as a Grantor

By: _____

Name: Margaret McConnell
Title: Vice President and Secretary

AIRMD, LLC,
as a Grantor

By: _____


Name: JaeLynn Williams
Title: Chief Executive Officer

Acknowledged:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Collateral Agent

By: _____
Name: Lizbet Hinojosa
Title: Vice President

**Schedule 1
to Trademark Security Agreement**

TRADEMARKS

| Registered Owner | Registration Number | Trademark |
|--|----------------------------|---|
| Air Methods, LLC (f/k/a Air Methods Corporation) | 3748218 | A DEPARTMENT OF AIR METHODS CORPORATION COMPLETE BILLING SOLUTIONS and Design |
| Air Methods, LLC (f/k/a Air Methods Corporation) | 1345108 | AIR LIFE |
| Air Methods, LLC (f/k/a Air Methods Corporation) | 4128013 | AIR METHODS and Design |
| Air Methods, LLC (f/k/a Air Methods Corporation) | 2347187 | AIR METHODS |
| Air Methods, LLC (f/k/a Air Methods Corporation) | 2345539 | AIR METHODS and Design |
| Air Methods, LLC (f/k/a Air Methods Corporation) | 3748197 | COMPLETE BILLING SOLUTIONS A DEPARTMENT OF AIR METHODS CORPORATION and Design |
| Air Methods, LLC (f/k/a Air Methods Corporation) | 4818935 | DEFENDERS OF TOMORROW |
| Air Methods, LLC (f/k/a Air Methods Corporation) | 4482033 | UNITED ROTORCRAFT |
| Air Methods, LLC (f/k/a Air Methods Corporation) | 5778306 | AIRCOM |
| Air Methods, LLC (f/k/a Air Methods Corporation) | 5324177 | DIRECT PATIENT LOGISTICS |
| Air Methods, LLC (f/k/a Air Methods Corporation) | 5324178 | DIRECT PATIENT LOGISTICS |
| Air Methods, LLC (f/k/a Air Methods Corporation) | 5406039 | HAWAII HELICOPTERS |
| Air Methods, LLC (f/k/a Air Methods Corporation) | 5855292 | BLUE · HAWAIIAN · HELICOPTERS |
| Air Methods, LLC (f/k/a Air Methods Corporation) | 5607648 | AIR METHODS ADVANTAGE |
| Air Methods, LLC (f/k/a Air Methods Corporation) | 6184024 | ONLY BLUE |
| Air Methods, LLC (f/k/a Air Methods Corporation) | 7133716 | CYPHERON |
| Rocky Mountain Holdings, LLC | 4133449 | LIFE NET |

| Registered Owner | Registration Number | Trademark |
|-------------------------------------|----------------------------|--------------------------------------|
| Rocky Mountain Holdings, LLC | 2211603 | LIFE NET |
| Helicopter Consultants of Maui, LLC | 2202654 | BLUE HAWAIIAN HELICOPTERS and Design |
| Helicopter Consultants of Maui, LLC | 2147847 | BLUE HAWAIIAN HELICOPTERS and Design |
| Helicopter Consultants of Maui, LLC | 3128225 | Design Only |
| Helicopter Consultants of Maui, LLC | 5218396 | BLUE HAWAIIAN |
| Native Air Services, Inc. | 2819250 | NATIVE AIR & Design |
| Native American Air Ambulance, Inc. | 3372157 | NATIVE AIR |
| LifeNet, Inc. | 3024887 | LIFE NET |
| AirMD, LLC | 5840540 | LIFESAVE |

TRADEMARK APPLICATIONS

| Applicant | Application No. | Trademark |
|--|------------------------|------------------|
| Air Methods, LLC (f/k/a Air Methods Corporation) | 98007540 | BLUE HAWAIIAN |