

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark and Patent Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHI Helipass, LLC		10/02/2020	Limited Liability Company: DELAWARE
PHI Health, LLC		10/02/2020	Limited Liability Company: DELAWARE
PHI Aviation, LLC (f/k/a PHI, Inc.)		10/02/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	2100 Ross Avenue, Suite 1850		
City:	Dallaas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
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	
Registration Number:	5116773	PHI	
Registration Number:	4797811	PHI AIR MEDICAL	
Registration Number:	4024985	HELIPASS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hkllaw.com,Fan.Yang@hkllaw.com		

OP \$240.00 5136082

Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 10/06/2020

Total Attachments: 6

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TRADEMARK AND PATENT SECURITY AGREEMENT

This TRADEMARK AND PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of October 2, 2020, is made by the Persons listed on the signature page hereof (individually, each a “Grantor” and collectively, jointly and severally, the “Grantors”) in favor of PNC Bank, National Association, as a lender and as agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, PHI GROUP, INC., a Delaware corporation (“PHI Group”), and certain Subsidiaries of PHI Group party thereto as a borrower (and together with PHI Group and each Person joined thereto as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”), have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. **Definitions.** The following terms have the meanings set forth below:

(a) “Patents” shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(b) “Patent License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor’s Patents or Patent registrations are not assignable.

(c) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all

trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(d) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor’s Trademarks or Trademark registrations are not assignable.

SECTION 2. Grant of Security. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iv) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or

hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Each Grantor authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

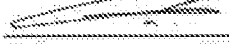
SECTION 7. **Governing Law.** This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles (other than section 5-1401 of the New York General Obligations Law).

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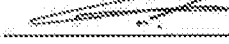
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS

PHI HELIPASS, LLC

By: 
Name: Chris Mascarenhas
Title: Treasurer

PHI HEALTH, LLC

By: 
Name: Chris Mascarenhas
Title: Treasurer

PHI AVIATION, LLC (F/K/A PHI, INC.)

By: 
Name: Chris Mascarenhas
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

#78548849

TRADEMARK
REEL: 007071 FRAME: 0895

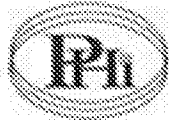
SCHEDULE A

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