

FORM PTO-1594 (Rev. 6-93)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Atty Docket No. 38760.196982

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bankers Trust Company

- Individuals(s)
- General Partnership
- Corporation-State - New York
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Release of Security Interest**
- Merger
- Change of Name

Execution Date: October 19, 1999

2. Name and address of receiving party(ies)

Name: **Blue Bird Investment Corporation**

Internal Address: **Suite 3169**

Street Address: **2751 Centerville Road**

City: **Wilmington** State: **DE** Zip: **19808**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A

Additional names(s) & address(es) attached? Yes No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
SEE ATTACHED EXHIBIT A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stockton LLP**

Street Address: **1100 Peachtree St., Suite 2800**

City: **Atlanta** State: **GA** Zip: **30309**

6. Total number of applications and registrations involved: **19**

7. Total fee (37 CFR 3.41).....\$ **490.00**

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine P. James
Name of Person Signing

Signature

Date

11/19/03

Total number of pages including cover sheet, attachments, and document: **21**

CH \$490.00 110860 1047625

EXHIBIT A
SCHEDULE OF TRADEMARK REGISTRATIONS

	TRADEMARK	REG. NO.
1.	Bird Design	1,047,625
2.	SHUR-GARD	1,614,607
3.	Bird Design	1,273,440
4.	BLUE BIRD and Design	1,292,132
5.	BLUE BIRD	732,400
6.	BLUE BIRD and Design	742,910
7.	BLUE BIRD	832,107
8.	BLUE BIRD and Design	1,660,349
9.	BLUE BIRD WANDERLODGE and Design	1,278,875
10.	BMC and Logo	1,882,063
11.	MICRO-BIRD & Design	1,264,874
12.	MINI-BIRD	1,080,301
13.	TC-1000	2,082,136
14.	TC/2000	1,605,432
15.	WANDERLODGE	802,587
16.	YOUR CHILDREN'S SAFETY IS OUR BUSINESS	1,552,782
17.	ALL AMERICAN & Design	1,616,625
18.	BLUE BIRD LTC 40 LUXURY TOURING COACH & Design	2,257,613
19.	Cardinal Design	770,266

Bankers Trust Company

October 19, 1999

Blue Bird Corporation
Blue Bird Body Company
3920 Arkwright Road
Macon, Georgia 31210
Attn: Mr. Paul E. Glaske

Henlys Group plc
Brutus, Inc.
1 Imperial Place
Elstree Way
Borehamwood
Hertfordshire WD6 1JJ
England
Attn: Mr. Brian A.C. Chivers

Re: First Amended and Restated Credit Agreement, dated as of November 15, 1996, among Blue Bird Body Company ("Borrower"), Blue Bird Corporation ("Guarantor"), Bankers Trust Company, as Administrative Agent and Collateral Agent ("Bankers Trust"), Merrill Lynch & Co., as Syndication Agent, and the lenders party thereto (collectively, the "Lenders"), as amended (the "Credit Agreement")

Receipt and Release

Gentlemen:

With reference to that certain letter agreement dated as of October 15, 1999, by and among Bankers Trust, Borrower, Guarantor, Henlys Group plc, Brutus, Inc. and Wachovia Bank, N.A., concerning the Credit Agreement, Bankers Trust confirms that all outstanding loans and other liabilities or indebtedness (collectively, the "Liabilities") of Borrower to the Lenders under the Credit Agreement and the note(s), and other loan or collateral documents related thereto (collectively, the "Credit Documents") have been paid in full and that:

- (i) Neither Borrower, Guarantor, Blue Bird de Mexico, S.A. de C.V., Blue Bird Centro Americana, S.A. nor Canadian Blue Bird Coach, Ltd (Blue Bird de Mexico, S.A. de C.V., Blue Bird Centro Americana, S.A. and Canadian Blue Bird Coach, Ltd are referred to herein as "Borrower's Subsidiaries") is indebted to the Lenders for any reason under the Credit Agreement, the Note(s) or the other Credit Documents, provided that the Agents and

Lenders remain entitled to the benefit of any indemnities and reimbursement obligations which by their terms survive termination of the Credit Agreement, and

- (ii) the Borrower has terminated all Working Capital Commitments and all Swingline Loan Commitments and, accordingly, the Credit Agreement, the note(s) and the other Credit Documents are terminated, and
- (iii) all of the Lenders' security interests in, security titles to and other mortgages or liens on all real and personal property or other assets (tangible or intangible) of Borrower, Guarantor and Borrower's Subsidiaries (including the trademarks, trademark applications, patents and patent applications identified on Exhibit 1 hereto) or other security (including any guarantees), including, without limitation, those security interests, mortgages, security titles, liens or guarantees arising under or evidenced by the agreements or other documents or filings described on Exhibit 2 hereto, are hereby terminated and released, and, if applicable, such property or assets are hereby reassigned to the party that effected any collateral assignment of any thereof.

Bankers Trust confirms that it will, on behalf of itself and the Lenders, execute any and all Uniform Commercial Code financing statement terminations, mortgage releases and other such lien release documents or collateral reassignments as any addressee of this letter may from time to time request in order to evidence or otherwise give public notice of such collateral terminations, releases and reassignments (provided, however, that any and all such termination statements, releases, collateral reassignments and other such documents will be prepared and recorded at the expense of the requesting party). Bankers Trust hereby authorizes Fraser Milner, Barristers & Solicitors, to file electronic terminations of any security interests or security filings made under the Personal Property Security Act (Ontario).

Very truly yours,

**BANKERS TRUST COMPANY, as
Administrative Agent and Collateral Agent**

By: [Signature]
Name: Robert F. Kolb
Title: Principal

STATE OF California
COUNTY OF Los Angeles) SS.:

On this 15 day of October, 1999, before me personally came Robert F. Kolb, to me known to, who, being by me duly sworn, did depose and say that he/she resides at Los Angeles, California; that he/she is the a Principal of Bankers Trust Company one of the corporations described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation

[Signature]

(Notarial Seal)

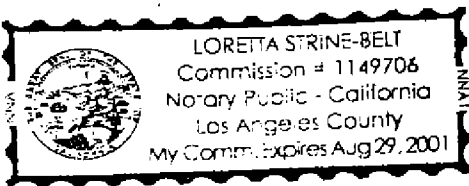


EXHIBIT 1

TRADEMARKS, TRADEMARK APPLICATIONS,
PATENTS AND PATENT APPLICATIONS1. Trademarks; Trademark Applications

Please see attached schedule

2. Patents; Patent ApplicationsPATENTS

	<u>U.S. Patent No.</u>	<u>Date Issued</u>	<u>Related Foreign Patents</u>
1.	5,178,323 (Emergency Exit Window)	1/12/93	None
2.	5,169,205 (Heating System with Safety Features)	1/08/92	None

PATENT APPLICATIONS

None

PATENT LICENSES

None

DUVE BIRD BODY COMPANY
 COUNTRY/TRADemark REPORT
 REPORT DATE 06/15/99
 PREPARED BY SAGER & MCKENZIE

COUNTRY	TRADEMARK	CLASS	STATUS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DATE	CASE NO
Africa - OAPI	BIRD DESIGN	012	Registered	29201	07/28/89	PV.79030	07/28/89	07/28/99	DDN012-1
Africa - OAPI	BLUE BIRD	012	Registered	29202	07/28/89	PV.79031	07/28/89	07/28/99	DDN012-1
Andorra	BLUE BIRD & Bird Design	12	Registered	4659	02/20/97			02/20/07	970056
Argentina	DUVE BIRD & BIRD DESIGN	012	Registered	1467279	09/30/93	1731069	03/09/90	09/30/03	BLD012-1
Australia	DUVE BIRD	012	Registered	A201,527	04/20/67	A201,527	04/20/66	04/20/01	98B012-1
Bahamas	BIRD DESIGN	22	Registered	10208	10/07/81	10208	03/17/01	03/17/09	950106
Bahamas	DUVE BIRD	22	Registered	10207	10/07/81	10207	03/11/81	03/11/09	950285
Bahrain	BIRD DESIGN	012	Registered	8106	12/23/83	759/83	12/21/83	12/21/03	DDN012-1
Bahrain	BLUE BIRD	012	Registered	8105	07/14/84	758/83	12/21/83	12/21/03	DDN012-1
Bahrain	BLUE BIRD (ARTISTIC)	12	Registered	8402	02/22/84	99/84	02/22/84	02/22/04	DDA012-1
Bahrain	TC 2000	12	Registered	13645	02/03/91	663/90	09/25/90	09/25/05	691067
Belgium	BLUE BIRD & BIRD DESIGN	012	Registered	523414	10/02/92	786690	10/02/92	10/02/02	BLD012-1
Brazil	BLUE BIRD BODIES & BIRD IN	012	Registered	006003	01/14/73			01/14/90	BD0012-1
Brazil	BLUE BIRD & BIRD DESIGN	12	Registered	58216-C	03/27/95		08/30/93		930245
Brazil	BLUE BIRD BODIES & BIRD IN	084	Abandoned	40416C	12/10/81		03/12/81		BD0084-1
Brazil	DUVE BIRD BODIES & BIRD IN	093	Abandoned	40415C	12/30/81		03/18/81		BD0093-1

BLUE BIRD BODY COMPANY
COUNTRY/TRADemark REPORT
REPORT DATE 06/15/99
PREPARED BY BAKER & MCKENZIE

COUNTRY	TRADEMARK	CLASS	STATUS	REG. NO.	REG. DATE	APPLI. NO.	APPLN. DATE	RENEWAL DUE	CASE NO
Canada	BIRD DESIGN	000	Registered	205380	02/14/75	374,564	04/10/74	02/14/05	DDH000-1
Canada	BLUE BIRD	000	Registered	378522	03/10/91	644582	11/10/89	03/10/06	BBB000-1
Canada	BLUE BIRD & BIRD DESIGN	000	Registered	380894	03/01/91	644581	11/10/89	03/01/06	BLD000-1
Canada	BLUE BIRD BODIES BIRD IN	000	Registered	114392	06/12/59	248137	11/08/58	06/12/04	BBB000-1
Canada	BLUE BIRD LTC 40 LUXURY T	12	Registered	495082	05/22/98	836571	02/14/97	05/22/13	970212
Canada	MICRO BIRD	000	Registered	378181	01/11/91	644515	11/10/89	01/11/06	PCB000-1
Canada	MINT-BIRD	000	Abandoned			466239			HHH000-1
Canada	TC 2000	000	Registered	369814	06/22/90	626581	07/14/89	06/22/05	TC2000-1
Chile	BIRD DESIGN	012	Registered	414097	05/17/90	17941	06/13/83	10/07/03	BDH012-1
Chile	BLUE BIRD	012	Registered	416881	05/14/93	18039	06/14/83	09/17/03	BBB012-1
Chile	BLUE BIRD & BIRD DESIGN	12	Registered	355318	05/17/90	246615	01/12/90	05/17/00	BLD012-1
Chile	BLUE BIRD BODIES & BIRD I	016	Registered		02/16/61			02/16/83	A22036-1
Chile	BLUE BIRD BODIES BIRD IN	009	Abandoned	234669	02/17/61				BBB009-1
Chile	BLUE BIRD BODIES BIRD III	NCR	Abandoned	176134	02/17/81				DDH0CR-1
Chile	BIRD DESIGN	012	Registered	147776	11/11/93	315992	01/26/90	11/11/03	DDH012-1
Chile	BLUE BIRD & BIRD DESIGN	12	Registered	162165	06/29/94	315991	01/26/90	06/29/04	BBB1761

BLUB BIRD BODY COMPANY
 COUNTRY/TRADemark REPORT
 REPORT DATE 06/15/99
 PREPARED BY BAKER & HICKENZIE

COUNTRY	TRADEMARK	CLASS	STATUS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DATE	CASE NO
Colombia	BLUB BIRD DESIGN	012	Registered	79,146	03/12/73	125,168		03/12/03	ORD012-1
Costa Rica	BIRD DESIGN	012	Registered	57327	05/02/80		08/28/79	05/02/00	BON012-1
Costa Rica	BLUB BIRD	012	Registered	57328	05/02/80		08/28/79	05/02/00	BAB012-1
Costa Rica	TC 2000	012	Registered	76002	06/27/91		11/28/89	06/27/01	TC2012-1
Cuba	BLUB BIRD BODIES (BIRD IN	000	Abandoned		04/13/60				BBO000-1
Denmark	BLUB BIRD & BIRD DESIGN	012	Registered	04,877 1993	07/09/93	06 998/92	10/02/92	07/09/03	BLD012-1
Dominican Republic	BLUB BIRD BODIES (BIRD IN	025	Abandoned	11647	02/22/61				DD0025-1
Dominican Republic	TC 2000	012	Instructed						TC2012-1
Dominican Republic	TC 2000	025	Registered	47747	11/14/89		09/13/89	11/14/99	TC2025-1
Ecuador	BIRD DESIGN	388	Registered	2945-95	03/25/76		07/28/75	01/25/05	950388
Ecuador	BLUB BIRD	6,7	Registered	940-97	03/08/81	1516	09/08/80	03/09/06	602055
Ecuador	BLUB BIRD & BIRD DESIGN	012	Registered	DNPI1114-94	09/02/94	43166	08/25/93	09/02/04	BLD012-1
Ecuador	BLUB BIRD ALL AMERICAN	389	Registered	2246-95	03/09/81		03/26/76	03/26/05	950389
Ecuador	BLUB BIRD BODIES (BIRD IN	000	Abandoned	402				08/23/81	BDO000-1
Ecuador	BIRD DESIGN	.12	Registered	62589	06/23/83	62589	06/23/83	06/22/03	B31084
Ecuador	BIRD DESIGN	012	Registered	56216	03/26/81	56216	08/29/79	08/29/99	BUN012-1

BLUE BIRD BODY COMPANY
 COUNTRY/TRADENAME REPORT
 REPORT DATE 06/15/99
 PREPARED BY DARR & MCKENZIE

COUNTRY	TRADENAME	CLASS	STATUS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DUE	CASE NO
Egypt	BLUE BIRD (ARABIC)	12	Registered	56218	01/27/83	56218	08/29/79	08/29/99	822509
Egypt	BLUE BIRD BODY COMPANY	012	Registered	56217	12/22/82	56217	08/29/79	08/29/99	DBC012-1
El Salvador	BIRD DESIGN	26	Registered	57138	11/07/84	154787	10/08/87	11/07/88	810301
El Salvador	BLUE BIRD	26	Registered	81	01/05/90	137788	09/26/88	01/05/00	810300
El Salvador	BLUE BIRD BODIES BIRD III	026	Abandoned	10352	03/08/83				BDO026-1
European Community T	BLUE BIRD & BIRD DESIGN	12	Registered	251546	11/23/98	251546	04/29/96	04/29/06	940514
France	BIRD DESIGN	012	Registered	1246158	06/23/83	668640	06/23/83	12/27/03	BBN012-1
France	BLUE BIRD	012	Registered	1246159	06/23/83	668641	06/23/83	12/27/01	HBB012-1
France	BLUE BIRD BODIES BIRD IN	012	Abandoned		07/27/85				BDO012-1
France	TC 2000	012	Registered	1538405	06/27/89	139868	06/27/89	06/27/09	891060
France	BLUE BIRD & BIRD DESIGN	L2	Registered	4584	03/25/98	4584	04/26/97	04/26/04	970618
France	BLUE BIRD III ARABIC	12	Registered	4585	03/25/98	4585	04/26/97	04/26/04	970419
Germany	BLUE BIRD & BIRD DESIGN	012	Registered	2050318	11/24/93	D96735/32WZ	10/02/92	10/02/02	HE0012-1
Italy	BLUE BIRD & BIRD DESIGN	012	Pending			111736	12/03/92		921628
Japan	BIRD DESIGN	019	Query	21571	01/05/70				DDN019-1
Japan	BLUE BIRD BODIES BIRD IN	012	Abandoned	12909					BB0012-1

BLUE BIRD BODY COMPANY
 COUNTRY/TRADEMARK REPORT
 REPORT DATE 06/15/99
 PREPARED BY DAXBA & MCKENZIE

COUNTRY	TRADEMARK	CLASS	STATUS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DATE	CASE NO
Guyana	BIRD DESIGN	012	Registered	11925A	07/06/83		07/06/83	07/06/04	BDH012-1
Guyana	BLUE BIRD	12	Pending			16501A	03/17/98		811060
Haiti	BIRD DESIGN	12	Registered	51/93	01/04/82			01/04/02	BDH012-1
Haiti	BLUE BIRD	12	Registered	50/93	01/21/82			01/21/02	BBB012-1
Haiti	BLUE BIRD BODIES (BIRD IN	012	Abandoned	476-63	09/23/70				BD0012-1
Honduras	TC 2000	12	Registered	72177	07/22/98	72177	01/14/98	07/27/08	891071
Indonesia	BLUE BIRD & BIRD DESIGN	012	Abandoned			3445	12/19/92		BL0012-2
Indonesia	BLUE BIRD & BIRD DESIGN	012	Abandoned			4490	11/18/89		891762
Indonesia	BLUE BIRD & BIRD DESIGN	12	Registered	321897	01/02/95		12/19/92	12/19/02	921841
Iran	BIRD DESIGN	012	Registered	58520	05/02/84	86193	05/02/84	05/02/04	BDH012-1
Iran	BLUE BIRD (ARABIC)	012	Registered	58518	05/02/84	86192	05/02/84	05/02/04	DBA012-1
Italy	BLUE BIRD & BIRD DESIGN	012	Registered	653211	06/05/95	M192C007213	10/22/92	10/22/02	921630
Italy	BLUE BIRD & BIRD DESIGN	12	Registered	46125	06/09/98	46125	07/14/97	07/14/04	970630
Italy	BLUE BIRD IN ARABIC		Pending			46130	07/14/97		971621
Italy	BLUE BIRD IN ARABIC	12	Registered	46130	06/09/98	46130	07/14/97	07/14/04	970621
Italy	BIRD DESIGN	012	Registered	13507	07/49/81	13507	07/19/81	07/17/01	DDH012-1

COUNTRY/TRADEMARK REPORT
 REPORT DATE 06/15/99
 PREPARED BY DANER & MCKENZIE

COUNTRY	TRADEMARK	CLASS	STATUS	REG. NO.	REG. DATE	APPLN. NO.	APPLN. DATE	RENEWAL DUE	CASB NO
usac	BLUE BIRD	12	Abandoned			25921	09/28/92		900581
usac	BLUE BIRD & BIRD DESIGN	12	Registered	23690	01/26/99	25447	05/04/92	05/04/02	900582
abnon	BIRD DESIGN	12	Registered	61230	07/01/78			07/01/08	930746
abnon	BLUE BIRD(WORDS)	12	Registered	61237	07/01/78			07/01/08	930745
exico	BIRD DESIGN	019	Abandoned	351897	08/25/80	37857	07/22/88		BDH019-2
exico	BIRD DESIGN	019	Abandoned	29295	10/16/83	238599	06/24/83		BDH019-1
exico	BIRD DESIGN	12	Registered	433055	04/25/92	129972	12/24/93	12/24/01	920223
exico	BLUE BIRD	019	Abandoned	335738	08/07/86	218598	06/24/83		BDH019-1
exico	BLUE BIRD	019	Registered	363347	06/13/89	44222	06/23/88	06/23/03	BDH019-2
exico	BLUE BIRD & BIRD DESIGN	12	Registered	426760	11/30/92	123349	01/23/92	01/22/02	911344
exico	BLUE BIRD BODIES & BIRD IN	019	Abandoned	303467	04/28/60	92585	04/28/60		BDH019-1
exico	BIRD DESIGN	12	Registered	17445 CC	03/06/87		04/03/83	03/05/07	BDH019-1
exico	BLUE BIRD	012	Registered	16376	02/19/85		04/03/81	02/18/05	BDH019-1
exico	BLUE BIRD BODIES & BIRD IN	012	Abandoned	30719					BDH019-1
exico	BIRD DESIGN	000	Abandoned	NOTICE	07/24/84				BDH000-1
exico	BLUE BIRD	000	Abandoned	NOTICE	07/24/84				BDH000-1

BLUE BIRD BODY COMPANY
 COUNTRY/TRADEMARK REPORT
 REPORT DATE 06/15/99
 PREPARED BY DAXER & NICKENZID

COUNTRY	TRADEMARK	CLASS	STATUS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	REISSUAL DUE	CASE NO
Oman	BLUE BIRD & BIRD DESIGN	012	Pending			6032	09/14/91		900912
Oman	BLUE BIRD (ARABIC)	012	Pending			6033	09/14/91		831073
Oman	BLUE BIRD BODY COMPANY	012	Instructed						DDC012-1
Panama	BIRD DESIGN	12	Registered	24726	03/28/80			03/28/00	961287
Panama	BLUE BIRD	019	Abandoned	24,738	03/28/80				BBB019-1
Panama	BLUE BIRD & BIRD DESIGN	012	Registered	060143	09/22/93	060143	02/13/92	09/22/03	DL0012-1
Panama	BLUE BIRD BODIES 40 BIRD IN	019	Abandoned	10058	08/02/67				BBB019-1
Peru	BIRD DESIGN	012	Registered	50640	11/04/83	068168	06/23/83	11/03/03	DDH012-1
Peru	BLUE BIRD	012	Registered	53627	06/28/84	076203	07/16/84	06/27/04	BBB012-1
Peru	BLUE BIRD & BIRD DESIGN	012	Registered	3683	12/02/93	225990	08/17/93	12/02/03	DL0012-1
Philippines	BIRD DESIGN	12	Registered	47379	01/23/90	54508	08/24/84	01/23/10	831092
Philippines	BLUE BIRD	019	Abandoned	41034	09/02/88	54509	08/24/84		BBB019-1
Philippines	BLUE BIRD & BIRD DESIGN	12	Registered	63348	09/11/96	91903	04/05/94	09/13/16	940156
Philippines	BLUE BIRD & BIRD DESIGN	12	Registered	260306	10/12/93	260306	05/12/89	10/12/03	891835
Philippines	TC/2000	12	Instructed						891069
Philippines	HANDERLDOE & BIRD DESIGN	019	Registered	14912	12/28/67			12/28/07	872352

TRADEMARK
 REF: 002750 FRAME: 0129

BLUE BIRD BODY COMPANY
 COUNTRY/TRADEMARK REPORT
 REPORT DATE 06/15/99
 PREPARED BY BAKER & MCKENZIE

COUNTRY	TRADEMARK	CLASS	STATUS	REG. NO.	REG. DATE	APPLN. NO.	APPLN. DATE	RENEWAL DUE	CASE NO
Ras-el-Khaimah	BIRD DESIGN	012	Abandoned	3936	02/28/84	4029	02/28/84		DDN012-1
Ras-el-Khaimah	BLUE BIRD	012	Abandoned	4988	07/26/87	3904	01/19/84		DDN012-1
Ras-el-Khaimah	BLUE BIRD (ARABIC)	012	Abandoned	4980	07/26/87	4066	03/31/84		BBA012-1
Rep. of Ireland	BLUE BIRD & BIRD DESIGN	12	Registered	158353	09/29/92	5214/92	09/29/92	09/29/99	921629
Saudi Arabia	BLUE BIRD	012	Abandoned			568	10/08/84		BBB012-1
Saudi Arabia	BLUE BIRD & BIRD DESIGN	012	Registered	26339	08/11/92	15136	12/23/91	09/04/01	BLD012-1
Saudi Arabia	BLUE BIRD (ARABIC)	012	Abandoned			567	10/08/84		DBA012-1
South Africa	BIRD DESIGN	12	Registered	75/5260	10/07/77	75/5263	10/07/75	10/01/05	851254
South Africa	BLUE BIRD	12	Registered	75/5264	10/01/75	75/5264	10/01/75	10/01/05	851253
Spain	BLUE BIRD & BIRD DESIGN	12	Registered	1533979	11/28/89	1533979	11/28/89	11/28/99	891036
Sudan	BIRD DESIGN	012	Registered	19012	06/24/90	20178	04/23/81	04/23/01	DDN012-1
Sudan	BLUE BIRD	12	Registered	19011	04/23/91	19011	04/23/81	04/23/01	000355
Sudan	BLUE BIRD (ARABIC)	12	Abandoned			20179	06/29/83		831076
Sudan	BLUE BIRD & BIRD DESIGN	012	Registered	12610	11/20/89			11/29/99	BLD012-1
Sudan	BIRD DESIGN	000	Registered	14601	07/13/78			07/13/03	DDN000-1
Sudan	BLUE BIRD	000	Registered	27127	07/13/78			07/13/03	DBD000-1

BLUE BIRD BODY COMPANY
COUNTRY/TRADENAME REPORT
REPORT DATE 06/15/99
PREPARED BY DANER & MCKENZIE

COUNTRY	TRADEMARK	CLASS	STATUS	REG. NO.	REG. DATE	APPL. NO.	APPLI. DATE	RENEWAL DATE	CASE NO.
	BIRD DESIGN	090	Registered	232566	01/01/84	72-25019	06/22/83	12/31/93	DDX090-1
Malvan	BLUE BIRD	090	Registered	232565	01/01/84	72-25018	06/22/83	12/31/93	DDX090-1
Taiwan	BLUE BIRD & BIRD DESIGN	02	Registered	661923	11/16/94	82051985	10/20/93	12/31/03	911180
Taiwan	BIRD DESIGN	022	Registered	14490	07/02/93	14460	12/01/87	12/01/07	831096
Trinidad	BLUE BIRD	022	Registered	14191	08/08/93	14193	08/08/93	08/07/07	831048
Trinidad	BIRD DESIGN	000	Registered	80317	03/24/84			01/24/04	DDX1000-1
Turkey	BLUE BIRD	000	Abandoned			5174/84	01/24/84		888000-1
Turkey	BLUE BIRD BODIES & BIRD IN	000	Abandoned	29320					DDX000-1
Turkey	BIRD DESIGN	000	Registered		06/25/84			06/25/93	DDX1000-1
United Arab Emirates	BIRD DESIGN	000	Registered	11810	09/01/97	9865	03/29/95	03/29/05	831029
United Arab Emirates	BIRD LOGO	12	Registered			28621	10/20/98		831070
United Arab Emirates	BLUE BIRD	12	Pending			28622	10/20/98		831078
United Arab Emirates	BLUE BIRD IN ARABIC CHARA	12	Pending						DDX1012-1
United Arab Emirates	BIRD DESIGN	012	Abandoned			1197780	06/16/83		DDX1012-2
United Arab Emirates	BIRD DESIGN	012	Abandoned			1228190	10/13/84		900465
United Arab Emirates	BLUE BIRD & BIRD DESIGN	012	Registered	A3426682	12/04/92	1426682	05/31/90	05/31/07	
United Arab Emirates	ALL AMERICAN & DESIGN	012	Registered	1616625	10/09/90	73/831084	10/16/89	10/09/00	AAW1012-1

BLAZE BIRD BODY COMPANY
 COUNTRY/TRADEMARK REPORT
 REPORT DATE 06/15/99
 PREPARED BY DAKER & MCKENZIE

COUNTRY	TRADEMARK	CLASS	STATUS	REG. NO.	REG. DATE	APPLN. NO.	APPLI. DATE	RENEWAL DUE	CASE NO
United States	BIRD DESIGN	012	Registered	1273940	04/10/84	417010	03/14/83	04/10/04	DMN012-2
United States	BIRD DESIGN	12	Registered	1047425	09/07/74	50230	04/22/75	09/07/06	811295
United States	BLAZE BIRD	012	Registered	733400	06/05/62			06/05/02	808012-1
United States	BLAZE BIRD	019	Registered	432107	07/18/67	243081	04/11/66	07/18/07	808019-1
United States	BLAZE BIRD & BIRD DESIGN	12	Registered	1640349	10/08/91	042047	03/26/90	10/08/01	900247
United States	BLAZE BIRD DESIGN	012	Registered	1292132	08/29/84	417011	03/14/83	08/28/04	808012-1
United States	BLAZE BIRD LTC 40 LUXURY T	12	Registered <i>Registered Pending</i>	2,257,613		75/248121	02/26/97		970231
United States	BLAZE BIRD PLATE	012	Registered	742910	01/01/63			01/01/03	808012-1
United States	BLAZE BIRD WANDERLODGE & D	012	Registered	1278675	05/22/84	422692	04/22/83	05/22/04	808012-1
United States	BMC	012	Abandoned			74/372029	03/25/93		808012-1
United States	BMC & LOGO	12	Registered	1882063	07/07/95	74/492783	02/22/94	03/07/05	DMN012-1
United States	CARDINAL DESIGN	33,21	Registered	770266	05/26/64	167981	05/02/63	05/26/04	840709
United States	MICRO BIRD	012	Registered	1264874	01/24/84	363221	05/06/82	01/24/04	MCD012-1
United States	MIMI BIRD	12	Registered	3000301	12/27/77	117024	02/23/77	12/27/07	822568
United States	SHUR-GARD & DESIGN	6	Registered	1614607	09/25/90	73/752188	09/16/88	09/25/00	881190
United States	TC/2000	12	Registered	1605432	07/10/90	73/806166	06/12/89	07/10/00	891072

BLUE BIRD BODY COMPANY
 COUNTRY/TRADEMARK REPORT
 REPORT DATE 06/15/99
 PREPARED BY BAKER & MCKENZIE

COUNTRY	TRADEMARK	CLASS	STATUS	REG. NO.	REG. DATE	APPLI. NO.	APPLY. DATE	RENEWAL DUE	CASE NO.
United States	TC/1000	12	Registered	2082136	07/22/97	74731563	07/28/95	07/23/07	951460
United States	HANDS FLOODED	019	Registered	802887	01/25/66	215081	03/31/65	01/25/06	WHL019-3
United States	TR CHILDREN'S SAFETY IS OUR	12	Registered	1552782	08/22/89	750477	09/06/88	08/22/09	YCS012-1
Uruguay	BIRD DESIGN	387	Registered	275995	05/21/85	191635	02/17/84	03/21/05	950387
Uruguay	BLUE BIRD & BIRD LOGO	7,12	Registered	248552	11/06/81		03/14/81	05/04/02	910757
Uruguay	BLUE BIRD BODIES BIRD IN	024	Query	90355	06/18/84		04/13/62	06/18/74	BBD024-1
Venezuela	BIRD DESIGN	19	Registered	80,845F	02/04/76			02/04/06	811000
Venezuela	BIRD DESIGN	23	Registered	80,846P	02/04/76			02/04/06	800825
Venezuela	BLUE BIRD & BIRD DESIGN	012	Pending			15408-93	08/24/93		BLD012-1
Venezuela	BLUE BIRD BODIES BIRD IN	019	Abandoned	37638P	10/15/59				BBD019-1
Venezuela	BLUE BIRD DESIGN	19	Registered	104795P	11/14/78		11/14/78	11/14/08	841045
Bank	BLUE BIRD & BIRD DESIGN	12	Pending			5406	08/25/97		970616
Bank	BLUE BIRD IN ARABIC	12	Pending			5485	08/25/97		970617A
	BIRD DESIGN	12	Registered	1604/88	12/09/89	1604/88	11/15/88	11/15/08	841600
	BLUE BIRD	12	Registered	1605/88	11/15/88	1605/88	11/15/88	11/15/08	881599

EXHIBIT 2

SECURITY AGREEMENTS, INTERESTS, ETC.

1. Borrower's Security Agreement, between Borrower and Bankers Trust, as Collateral Agent, dated April 15, 1992, recorded with the U.S. Patent and Trademark Office at Reel 0861, Frame 090.
2. Borrower Pledge Agreement, dated April 15, 1992, between Borrower and Bankers Trust, as Collateral Agent.
3. Holding Security Agreement, dated April 15, 1992, between Guarantor and Bankers Trust, as Collateral Agent.
4. Holding Pledge Agreement, dated April 15, 1992, between Guarantor and Bankers Trust, as Collateral Agent.
5. Deed to Secure Debt and Security Agreement, Deed Book 129, Page 628, Peach County, Georgia.
6. Deed to Secure Debt and Security Agreement, Deed Book 129, Page 695, Peach County, Georgia.
7. Consolidated, Amended and Restated Deed to Secure Debt, Security Agreement, Assignment of Rents, Financing Statement and Fixture Filing, dated as of November 15, 1996, recorded in Peach County, Georgia on April 18, 1997 at Deed Book 176, Page 80 *et seq.*
8. Deed to Secure Debt and Security Agreement, Deed Book 674, Page 123, Walker County, Georgia.
9. Deed to Secure Debt and Security Agreement, Deed Book 674, Page 172, Walker County, Georgia.
10. Consolidated, Amended and Restated Deed to Secure Debt, Security Agreement, Assignment of Rents, Financing Statement and Fixture Filing, recorded April 21, 1997 in Walker County, Georgia at Deed Book 826, Page 302 *et seq.*
11. Mortgage, Assignment of Rents and Fixture Filing (State of Iowa), dated as of April 15, 1992, recorded in Official Records of Henry County, Iowa at Book ____, Pages _____ as Instrument No. _____, as amended by the First Amendment to Mortgage, Assignment of Rents and Fixture Filing (State of Iowa), dated as of November 15, 1996, recorded April 16, 1997 in Official Records of Henry County, Iowa at Book 687, Pages 224-231 as Instrument No. 9701185.
12. First Amendment to Borrower's Security Agreement, dated November 15, 1996, recorded in Official Records of The Land Registrar in Brunt County on April 22, 1997 as Instrument No. A481972. Also recorded in the U.S. Patent and Trademark Office at Reel 1554, Frame 0516.
13. Open End Mortgage, Assignment of Rents, Security Agreement, Financing Statement and Fixture, filed as of April 15, 1992, from Canadian Blue Bird Coach, Ltd. as Debtor, to Blue Bird Body Company as Secured Party; registered April 27, 1992 as Instrument No. A415475,
14. Credit Line Deed of Trust, Assignment of Rents and Financing Statement, Deed Book _____, Page _____, Rockbridge County, Commonwealth of Virginia.
15. First Amendment to Credit Line, Deed of Trust, Assignment of Rents and Financing Statement, dated November 15, 1996, Lawyers Title Insurance Corporation, Trustee, Bankers Trust Company,

Beneficiary, recorded in Official Records of City of Buena Vista on April 16, 1997 as Instrument No. 970000290 at Deed Book 93, Pages 285-300.

19. Guaranty of Blue Bird Corporation pursuant to Section 7 of the Credit Agreement.

20. The following filings under the Personal Property Security Act (Ontario):

Debtor: Canadian Blue Bird Coach, Ltd.
 Secured Party: Bankers Trust Company.
 Collateral
 Classification: Investment, equipment, accounts, other, motor vehicle included
 File Reference No.: 1008518155
 Registration No.: 19920421 1451 0043 6233, amended by 1992042 1451 0043 6235
 Expiry Date: Registration period is perpetual

Debtor: Blue Bird Body Company
 Secured Party: Bankers Trust Company
 Collateral
 Classification: Inventory, equipment, accounts, other, motor vehicle included
 File Reference No.: 008518464
 Registration No.: 19920421 1451 0043 6234
 Expiry Date: Registration period is perpetual

21. The following UCC filings:

VIRGINIA

- 1. File No. 107-92
Debtor - Blue Bird Body Company
Secured Party - Bankers Trust Company
- 2. File No. 920420887
Debtor - Blue Bird Body Company
Secured Party - Bankers Trust Company
- 3. File No. 21-1992
Debtor - Blue Bird Body Company
Secured Party - Bankers Trust Company

SOUTH CAROLINA

- 1. File No. 92-018489
Debtor - Blue Bird Body Company
Secured Party - Bankers Trust Company

IOWA

- 1. File No. 3604
Debtor - Blue Bird Body Company
Secured Party - Bankers Trust Company

2. File No. 00K353289
Debtor - Blue Bird Body Company
Secured Party - Bankers Trust Company

NEW YORK

1. File No. 92077479
Debtor - Blue Bird Corporation
Secured Party - Bankers Trust Company
2. File No. 92PN16186
Debtor - Blue Bird Corporation
Secured Party - Bankers Trust Company

GEORGIA

1. File No. 14692000465
Debtor - Blue Bird Body Company
Secured Party - Bankers Trust Company
2. File No. 92-465
Debtor - Blue Bird Body Company
Secured Party - Bankers Trust Company
3. File No. 14692092494
Debtor - Blue Bird Body Company
Secured Party - Bankers Trust Company
4. File No. 92-494
Debtor - Blue Bird Body Company
Secured Party - Bankers Trust Company
5. File No. 92-493
Debtor - Blue Bird Body Company
Secured Party - Bankers Trust Company
6. File No. 92-492
Debtor - Blue Bird Body Company
Secured Party - Bankers Trust Company
7. File No. 207-92
Debtor - Blue Bird Corporation
Secured Party - Bankers Trust Company
8. File No. 206-92
Debtor - Blue Bird Body Company
Secured Party - Bankers Trust Company
9. File No. 11196000993
Debtor - Blue Bird Corporation
Secured Party - Bankers Trust Company

- 10. File No. 11197000242
Debtor - Blue Bird Body Company
Secured Party - Bankers Trust Company

- 11. File No. 11192000206
Debtor - Blue Bird Body Company
Secured Party - Bankers Trust Company