

10-01-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102563176

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

1. Name of conveying party(ies):  
 Greyhound Canada Transportation Corp. **9-24-03**

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

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)  
 Name: Citibank Canada  
 Internal Address: \_\_\_\_\_  
 Street Address: 123 Front Street West  
 City: Toronto, Ontario State: Canada Zip: M%J 2M3

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State: \_\_\_\_\_  
 Other Canadian Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached:  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: June 19, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 N/A

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
 2,024,870

RECEIVED  
 SEP 29 AM 7 21  
 OPR/FINANCE

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Intellectual Property Docketing  
 Internal Address: SHEARMAN & STERLING LLP  
 \_\_\_\_\_  
 Street Address: 599 Lexington Avenue  
 \_\_\_\_\_  
 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: .....  21

7. Total fee (37 CFR 3.41)..... \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:  
50-0324

(Attach duplicate copy of this page if paying by deposit account)

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.*

Chad M. Yohn                      [Signature]                      September 19, 2003  
 Name of Person Signing                      Signature                      Date

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

09/30/2003 ECSDPER 00000071 2024070  
01 FC:AS21

40.00 DP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

# Continuation of Trademark Recordation Form Cover Sheet

## Continuation of Box 1:

2. Name of conveying party(ies):

Laidlaw Transit Ltd.

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

3. Name of conveying party(ies):

Gray Coach Travel Inc.

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

4. Name of conveying party(ies):

Penetang-Midland Coach Lines Limited

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

5. Name of conveying party(ies):

Voyageur Corp.

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

6. Name of conveying party(ies):

2026922 Ontario Limited

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

7. Name of conveying party(ies):

S.C. Food Services (Canada) Inc./Services

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

8. Name of conveying party(ies):

Alimentaires S.C. (Canada) Inc.

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

9. Name of conveying party(ies):

Manhattan Equipment Supply Company Limited

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

10. Name of conveying party(ies):

518841 Alberta Inc.

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

11. Name of conveying party(ies):

Medtrans Medical Transportation Ltd.

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

12. Name of conveying party(ies):

Athletic Injury Management Services Inc.

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

13. Name of conveying party(ies):

Superior Ambulance (1986) Limited

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

14. Name of conveying party(ies):

501781 Ontario Limited

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

15. Name of conveying party(ies):

Beaverton & District Ambulance Services Ltd.

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

16. Name of conveying party(ies):

Brant County Ambulance Service Limited

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

17. Name of conveying party(ies):

3765105 Canada Inc.

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

18. Name of conveying party(ies):

Capital Bus Sales (1988) Limited

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

19. Name of conveying party(ies):

Gray Line of Vancouver Holdings Ltd.

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

20. Name of conveying party(ies):

331001 Alberta Ltd.

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

21. Name of conveying party(ies):

Barrel Taxi Ltd.

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

22. Name of conveying party(ies):

Checker Cabs (Edmonton) Inc.

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

23. Name of conveying party(ies):

The Gray Line of Victoria Ltd.

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

24. Name of conveying party(ies):

367756 Alberta Inc.

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

25. Name of conveying party(ies):

3524302 Canada Inc.

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

26. Name of conveying party(ies):

Book Ambulance Service Ltd.

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

27. Name of conveying party(ies):

Canadian Medical Response (Nova Scotia) Limited

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

28. Name of conveying party(ies):

N.N. Lee K. Investments Ltd.

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

29. Name of conveying party(ies):

C. Seeley's Bus Lines Ltd.

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

30. Name of conveying party(ies):

GCTC Leasing Ltd.

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

31. Name of conveying party(ies):

2026921 Ontario Limited

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

**NO ADDITIONAL PAGES**

**FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of June 19, 2003, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favour of Citibank Canada, as Collateral Agent (the "**Collateral Agent**") for the Canadian Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Laidlaw Investments Ltd., an Ontario corporation as predecessor to Laidlaw International Inc., a corporation to be organized in the state of Delaware, has entered into a Credit Agreement dated as of June 19, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with the Canadian Borrowers, Citicorp North America, Inc., as Administrative Agent and as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Bank from time to time, each Grantor has executed and delivered that certain Security Agreement dated June 19, 2003 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Canadian Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the Canadian Trademarks Office, the Canadian Patent Office and the Canadian Copyright and Industrial Design Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Canadian Secured Parties a security interest in all of such Grantor's right, title and interest, if any, in and to the following (the "**Collateral**"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in intent-to-use trademark applications to the extent that, and solely during the

period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) 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;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach 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

(vi) any and all 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 2. Security for Obligations.** The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

**SECTION 3. Recordation.** Each Grantor authorizes and requests that the Canadian Intellectual Property Office and any other applicable government officer record this IP Security Agreement.

**SECTION 4. 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 5. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the




rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

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.

GREYHOUND CANADA TRANSPORTATION CORP.  
LAIDLAW TRANSIT LTD.  
GRAY COACH TRAVEL INC.  
PENETANG-MIDLAND COACH LINES LIMITED  
VOYAGEUR CORP.  
2026922 ONTARIO LIMITED  
S.C. FOOD SERVICES (CANADA) INC./SERVICES  
ALIMENTAIRES S.C. (CANADA) INC.  
MANHATTAN EQUIPMENT SUPPLY COMPANY  
LIMITED  
518841 ALBERTA INC.  
MEDTRANS MEDICAL TRANSPORTATION LTD.  
ATHLETIC INJURY MANAGEMENT SERVICES INC.  
SUPERIOR AMBULANCE (1986) LIMITED  
501781 ONTARIO LIMITED  
BEAVERTON & DISTRICT AMBULANCE SERVICES LTD.  
BRANT COUNTY AMBULANCE SERVICE LIMITED  
3765105 CANADA INC.  
CAPITAL BUS SALES (1988) LIMITED  
GRAY LINE OF VANCOUVER HOLDINGS LTD.  
331001 ALBERTA LTD.  
BARREL TAXI LTD.  
CHECKER CABS (EDMONTON) INC.  
THE GRAY LINE OF VICTORIA LTD.  
367756 ALBERTA INC.  
3524302 CANADA INC.  
BOOK AMBULANCE SERVICE LTD.  
CANADIAN MEDICAL RESPONSE (NOVA SCOTIA)  
LIMITED  
N.N. LEE K. INVESTMENTS LTD.  
C. SEELEY'S BUS LINES LTD.  
GCTC LEASING LTD.  
2026921 ONTARIO LIMITED

By:



Title: \_\_\_\_\_

G23\WILSON\2549084.6

*I.P. Security Agreement Signing Pages*

TRADEMARK  
REEL: 002836 FRAME: 0340

**Schedule A**

**Patents**

**None**

# Schedule B

## Trade-marks

Laidlaw Transit Ltd.	C & DESIGN	TMA 184,121	Public transportation service; tour and travel services  Registration has been expunged			Canada
Laidlaw Transit Ltd.	CAMBRIDGE WAREHOUSING	TMA 394,537	Warehousing of goods	1992-02-21		Canada
Laidlaw Transit Ltd.	CARING PEOPLE SERVING COMMUNITIES	TMA 579,235	Transportation services namely transportation of passengers by motor vehicle and logistics planning and services namely optimizing routes for motor vehicles	2003-04-08		Canada
Laidlaw Transit Ltd.	CARING PEOPLE SERVING COMMUNITIES & DESIGN	TMA 579,234	Transportation services namely transportation of passengers by motor vehicle and logistics planning and services namely optimizing routes for motor vehicles	2003-04-08		Canada
Laidlaw Transit Ltd.	CHARTERWAYS	TMA 147,528	The private charter of buses or coaches	1966-10-14		Canada
Laidlaw Transit Ltd.	GOOSE & DESIGN	TMA 225,573	Transportation services and in particular the operating of buses	1978-01-27		Canada
Laidlaw Transit Ltd.	GRAY GOOSE & DESIGN	TMA 203,032	The operating of a chartered bus	1974-11-08		Canada
Laidlaw Transit Ltd.	HEXAGON DESIGN	TMA 374,500	Transportation of goods by land and warehousing of goods	1990-10-19		Canada
Laidlaw Transit Ltd.	ITRAK	TMA 559016	Computer software for the tracking and reporting of motor vehicle accidents	2002-03-12		Canada
Laidlaw Transit Ltd.	LAIDLAW	APPLN. 1,070,529	Transportation services namely transportation of passengers by motor vehicle and logistics planning services namely optimizing routes for motor vehicles	2000-08-10		Canada
Laidlaw Transit Ltd.	LAIDLAW & DESIGN	APPLN. 1,070,530	Transportation services namely transportation of passengers by motor vehicle and logistics planning services namely optimizing routes for motor vehicles	2000-08-10		Canada
Laidlaw Transit Ltd.	LAIDLAW & DESIGN	APPLN. 1,070,527	Transportation services namely transportation of passengers by motor vehicle and logistics planning services namely optimizing routes for motor vehicles	2000-08-10		Canada

Laidlaw Transit Ltd.	LIDLAW EDUCATION SERVICES	APPLN. 1,070,528	Transportation services namely transportation of passengers by motor vehicle and logistics planning services namely optimizing routes for motor vehicles	2000-08-10		Canada
Laidlaw Transit Ltd.	T V S & DESIGN	TMA 195,866	Municipal bus services national and international charter bus and tour services and school bus services.	1973-11-30		Canada
Laidlaw Transit Ltd.	TRANSTRAK	TMA 501,848	Computer software used for vehicle dispatching billing and labour management planning and scheduling	1998-10-06		Canada
Laidlaw Transit Ltd.	TRAVELWAYS	TMA 237,517	Trademark does not appear on our recent I/P searches.			Canada
Laidlaw Transit Ltd.	TVS & DESIGN	TMA 225,508	Municipal bus services national and international charter bus and tour services and school bus service	1978-01-20		Canada
Laidlaw Transit Ltd.	V TRAK	TMA 501,849	Computer software for the tracking of vehicle maintenance procedures	1998-10-06		Canada
Laidlaw Transit Ltd.	WE CARRY THE NATION'S FUTURE	APPLN. 1,048,262	Transportation services namely transportation of passengers by motor vehicle and logistics planning services namely optimizing routes for motor vehicles	2000-02-28		Canada
Greyhound Canada Transportation Corp.	ANY DOOR, ANYWHERE DELIVERY	TMA 568,665	Courier and shipping services	2002-10-07		Canada
Greyhound Canada Transportation Corp.	FLYLOW FARES	TMA 478,213	Wearing apparel namely hats and shirts Operation of a business providing air transportation for passengers reservation services and ticketing services all relating to air transportation	1997-06-26		Canada
Greyhound Canada Transportation Corp.	GCX	APPLN. 1,109,233	Courier and parcel delivery services			Canada
Greyhound Canada Transportation Corp.	GCX DAILY DIRECT	APPLN. 1,109,234	Courier and shipping services.			Canada
Greyhound Canada Transportation Corp.	GCX PRIORITY AM	APPLN. 1,109,235	Courier and shipping services.			Canada
Laidlaw Transit Ltd.	HIGH-STRUCT	TMA 451,073	Waste management systems and equipment namely waste treatment plants shredders tanks and containers and chemicals reagents and additives used for stabilizing or solidifying liquid or solid waste or sludge Waste processing waste treatment and waste disposal services	1995-12-01		Canada
Laidlaw Transit Ltd.	L & LEAF DESIGN	TMA 415,166	Waste management services namely collection transportation	1993-08-06		Canada
Laidlaw Transit Ltd.	LIDLAW DESIGN	TMA 288,976	Highway freight transportation services Waste management services	1984-03-16		Canada

Laidlaw Transit Ltd.	LAILAW DESIGN	TMA 283,922	Highway freight transportation services Waste management services	1983-10-07		Canada
Laidlaw Transit Ltd.	LAILAW LEAF DESIGN	TMA 2,024,870	Waste and hazourdous materials management; goods and services	1996-12-24		United States
Voyageur Corp.	LINES DESIGN	TMA 164,113	Services de transport par autobus	1969-07-18		Canada
Voyageur Corp.	LOTBUS	TMA 277,969	Transportation of passengers packages parcels documents and similar articles by bus and the promotion of the use by the public of bus transportation.	1983-03-18		Canada
Voyageur Corp.	LOTBUS VOYAGEUR	TMA 277,970	Transportation of passengers packages parcels documents and similar articles by bus and the promotion of the use by the public of bus transportation.	1983-03-18		Canada
Voyageur Corp.	TOURPASS	TMA 326,999	Transportation of passengers by bus.	1987-05-01		Canada
Voyageur Corp.	TOURS VOYAGEUR	TMA 275,153	Travel agency services	1982-12-24		Canada
Voyageur Corp.	VOYAGEUR	TMA 150,143	The transportation of passengers by bus.	1967-04-07		Canada
Voyageur Corp.	VOYAGEUR & DESIGN	TMA 154,336	The transportation of passengers by bus.	1967-11-24		Canada
Voyageur Corp.	VOYAGEUR DESIGN	TMA 164,112	Services de transport par autobus	1969-07-18		Canada
Voyageur Corp.	VOYAGEUR TOURS	TMA 275,152	Travel agency services	1982-12-24		Canada

# Schedule C

## Copyrights

Brant County Ambulance Services Limited	Published artistic work entitled "Brant County Ambulance Badge"	Canada	187863			October 12, 1977
---	---	--------	--------	--	--	------------------