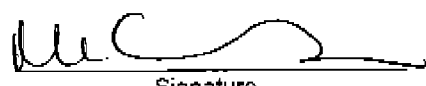


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| Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ | RECORDATION FORM COVER SHEET TRADEMARKS ONLY | U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office |
| To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. | | |
| 1. Name of conveying party(ies): North American Bus Industries, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Alabama <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 2. Name and address of receiving party(ies) Name: <u>HVB Bank Hungary Rt.</u> Internal Attn: <u>Rudolf Fábos,</u> Address: <u>Product Specialist</u> Street Address: <u>Akadémia u. 17.</u> City: <u>1054 Budapest</u> State: <u>HU</u> Zip: _____ <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Hungary</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small> | |
| 3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>04/21/2004</u> | 4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>None</u> B. Trademark Registration No.(s) <u>2,403,088</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Michelle Walters Fournier, RP</u> Internal Address: <u>Senior Paralegal</u> <u>Bingham McCutchen LLP (860) 240-2935</u> Street Address: <u>One State Street</u> City: <u>Hartford</u> State: <u>CT</u> Zip: <u>06103</u> | 6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41)..... \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ | |
| DO NOT USE THIS SPACE | | |
| 9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Michelle Walters Fournier, Senior Paralegal</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>05/12/2004</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> 35 </div> | | |

OP \$40.00 2403088

Total number of pages including cover sheet, attachments, and document: 35
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

DATED as of April 21, 2004

between

NORTH AMERICAN BUS INDUSTRIES, INC.

and

HVB BANK HUNGARY RT., as Security Agent

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Execution Version

**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Agreement") dated as of April 21, 2004, between NORTH AMERICAN BUS INDUSTRIES, INC., an Alabama corporation having its principal place of business at 106 National Drive, Anniston, Alabama 36207, (the "Assignor"), and HVB BANK HUNGARY RT., as security agent (hereinafter, in such capacity, the "Security Agent") for (i) itself, (ii) METROPOLITAN LIFE INSURANCE COMPANY and METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY (together with any successor, assignee or transferee, collectively, the "Noteholders"), and (iii) the other lending institutions (together with any successor, assignee or transferee, collectively, the "Lenders" and together with the Noteholders, the "Financiers") which are or may become parties to an Intercreditor and Security Trust Deed dated of even date herewith (as amended and in effect from time to time, the "Intercreditor Agreement"), among the Assignor, NABI AUTÓBUSZIPARI RÉSZVÉNYTÁRSASÁG (in English, NABI Bus Industries Rt.), a company limited by shares incorporated in Hungary (the "Parent" and collectively with the Assignor, the "Obligors"), the Financiers, the Security Agent and KERESKEDELMI ÉS HITELBANK RT. as Facility Agent thereunder.

WHEREAS, the Obligors have entered into a Facility Agreement dated of even date herewith (as amended and in effect from time to time, the "Restructuring Facility Agreement"), with the Lenders, amending and replacing each of the Existing Facilities (as such term is defined in therein), pursuant to which the Lenders, subject to the terms and conditions contained therein, have extended or will extend, certain financial accommodations to the Obligors;

WHEREAS, the Obligors have entered into an Amended and Restated Note and Warrant Purchase Agreement dated of even date herewith (as amended and in effect from time to time, the "Note Agreement" and together with the Restructuring Facility Agreement, the "Lender Facilities"), with the Noteholders, pursuant to which the Noteholders, subject to the terms and conditions contained therein, have extended or will extend, certain financial accommodations to the Obligors;

WHEREAS, it is a condition precedent to the Lenders' extending certain financial accommodations to the Obligors under the Amendment Agreement that the Assignor execute and deliver to the Security Agent, for

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the benefit of the Lenders and the Security Agent, a trademark security and pledge agreement in substantially the form hereof;

WHEREAS, it is a condition precedent to the Noteholders' extending certain financial accommodations to the Obligors under the Note Agreement that the Assignor execute and deliver to the Security Agent, for the benefit of the Noteholders and the Security Agent, a trademark security and pledge agreement in substantially the form hereof; and

WHEREAS, the Assignor has executed and delivered to the Security Agent, for the benefit of the Financiers and the Security Agent, the Security Agreement dated of even date herewith (the "Security Agreement"), pursuant to which the Assignor has granted to the Security Agent, for the benefit of the Financiers and the Security Agent, a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Intercreditor Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related

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Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of

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purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Significant Trademarks and Trademark Registrations. Those certain Trademarks and Trademark Registrations set forth on Schedule B attached to the Trademark Agreement.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Security Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, and local registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Security Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name

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of the Assignor or the Security Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1 of the Intercreditor Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants and pledges to the Security Agent, for the benefit of the Financiers and the Security Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Security Agent.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Security Agent, for the benefit of the Financiers and the Security Agent, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided however, that such grant, assignment, transfer and

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conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Security Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Security Agent) upon an Event of Default for which acceleration of the Loans or the Notes is automatic under the Restructuring Facility Agreement or the Note Agreement, respectively, or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Security Agent or its nominee in lieu of foreclosure). Pursuant to the conditional assignment made in this §2.2, the Assignor has executed an assignment of federally registered trademarks in substantially the form of attached hereto as Exhibit 1 (the "Assignment of Marks") in blank and has delivered such Assignment of Marks executed in blank to the Security Agent contemporaneously with the execution of this Trademark Agreement. The Assignor hereby authorizes the Security Agent, as assignee, to complete and record the Assignment of Marks with the PTO upon (i) the occurrence and during the continuance of an Event of Default; and (ii) the proper exercise of the Security Agent's remedies under this Trademark Agreement and the Security Agreement.

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement the Assignor has granted to the Security Agent, for the benefit of the Financiers and the Security Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Security Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Security Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Security Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Security Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Security Agent (and the obligations of the

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Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademark Registrations and, in the reasonable business judgment of the Assignor solely with respect to Trademarks, all Trademarks now owned, licensed, controlled or used by the Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademark Registrations (other than ownership and other rights reserved by third party owners with respect to Trademark Registrations that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; and (ix) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks.

4. INSPECTION RIGHTS.

The Assignor hereby grants to each of the Security Agent and the Financiers and its employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Security Agent's prior written consent, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Security Agent notice thereof in writing and execute and deliver to the Security Agent such documents or instruments as the Security Agent may reasonably request further to implement, preserve or evidence the Security Agent's interest therein.

6.2. Amendment to Schedule. The Assignor authorizes the Security Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Exhibit 1 hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Security Agent and the Financiers harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Security Agent or any Financier in connection with the Security Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby.

7.2. Assignor's Duties, etc. The Assignor shall have the right and the duty, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal

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applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Security Agent, which consent shall not be unreasonably withheld, provided, however, that Assignor may, in its reasonable business judgment, without the consent of the Security Agent, abandon any application among the Trademark Registrations or permit any registrations among the Trademark Registrations to be cancelled, provided further that this preceding proviso does not apply to the Significant Trademarks and Trademark Registrations set forth on Schedule B attached hereto.

7.3. Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignor may require the Security Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Security Agent is completely satisfied that such joinder will not subject the Security Agent or any Financier to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Security Agent for all damages, costs and expenses, including legal fees, incurred by the Security Agent pursuant to this §7.3.

7.4. Protection of Trademarks, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks, provided, however, that the Assignor may, in its reasonable business judgment, without the consent of the Security Agent, abandon any application among the Trademark Registrations or permit any registration among the Trademark Registrations to be cancelled, provided further that this preceding proviso does not apply to the Significant Trademarks and Trademark Registrations set forth on Schedule B attached hereto.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Security Agent in writing of the

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institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Security Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Security Agent in relation thereto (including but not limited, to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Security Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2), the Restructuring Facility Agreement, the Note Agreement the Security Agreement and the other Security Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Security Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Security Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Security Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

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9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Security Agent, in its own name or that of the Assignor (in the sole discretion of the Security Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Security Agent for any cost or expense incurred by the Security Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Security Agent (and any officer or agent of the Security Agent as the Security Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Security Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Security Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Security Agent and the Financiers from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Security Agent under this power of attorney (except for the Security Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Security Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Security Agent the grant,

-12-

perfection and priority of the Security Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Security Agent shall, at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Security Agent by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Security Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Security Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Security Agent, on its own behalf or on behalf of the Financiers, in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and

-13-

shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Note Agreement or the Restructuring Facility Agreement, as applicable.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE SECURITY AGENT NOR ANY FINANCIER ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE SECURITY AGENT AND THE FINANCIERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE SECURITY AGENT OR ANY FINANCIER WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Assignor, at 106 National Drive, Anniston, Alabama 36207, Attention: President, or at such other address for notice as the Assignor shall last have furnished in writing to the person giving the notice, with copies to Duane Morris LLP, One Liberty Place, Philadelphia, PA 19103-7396, Attention: John F. Horstmann, Esq.; and

(b) if to the Security Agent, at 1054 Budapest, Akadémia u. 17, Hungary, Attention: Rudolf Fábos, Product Specialist, or at such other address for notice as the Security Agent shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible

-14-

officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, telecopy, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Security Agent (with the consent of the Majority Financiers) and the Assignor, except as provided in §6.2. The Security Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Security Agent and the Majority Financiers. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §17. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Security Agent, nor any Financier, nor any representative, agent or attorney of the Security Agent or any Financier, has represented, expressly or otherwise, that the Security Agent or any Financier would not, in the

-15-

event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Facilities and the other loan documents to which the Security Agent or any Financier is a party, the Security Agent and the Financiers are relying upon, among other things, the waivers and certifications contained in this §20.


21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Security Agent, the Financiers and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Intercreditor Agreement, or between this Trademark Agreement and the Security Agreement, or between this Trademark Agreement and any of the Restructuring Facility Agreement or the Note Agreement, the provisions of the Intercreditor Agreement, the Security Agreement, the Restructuring Facility Agreement or the Note Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

[Remainder of page left intentionally blank; next page is signature page.]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

**NORTH AMERICAN BUS INDUSTRIES,
INC.**

By: 
Name: ANDREW RYAN
Title: CHAIRMAN



**HVB BANK HUNGARY RT., as Security
Agent for itself and the Financiers**

By: *Kalemen Fabos*

Name: *Eva Petkovicsné Kalemen* *Rudolf Fabos*
Title: *Head of Department* *Product Specialist*
Structured Finance

MEGHATALMAZÁS

Alulírott dr. Matthias Kunsch és dr. Doffek Jánosné mint a **HVB Bank Hungary Rt.** (Cg: 01-10-041348, 1054 Budapest, Akadémia u. 17. sz.) magyarországi pénzügyintézet (a továbbiakban: Bank) együttes cégjegyzésre jogosult igazgatósági tagjai, akik cégjegyzési jogosultságukat a Társaság 2003. szeptember 26-án kelt cégkivonatával igazolják, ezennel meghatalmazzuk a **KIEMELT VÁLLALATI ÜGYFÉLFORGALOM** jelen meghatalmazásban megnevezett dolgozóit, hogy azok a Bank bármely más aláírási joggal felruházott dolgozójával a Bank nevében, közjegyző előtt hitelszerződést, ahhoz kapcsolódó biztosítéki szerződést aláírjanak oly módon, hogy egy elsőhelyi aláírással jogosult dolgozó egy első- vagy másodhelyi aláírással jogosult dolgozóval együttesen ír alá.

Első helyi aláírással jogosult dolgozók:

- | | | |
|----|--|---|
| 1. | név: szül. hely, dátum: anyja neve: lakcím: | Kementzey Ferenc Budapest IV. , 1971.05.12. Demeter Anna 8646 Balatonfenyves, Somló u.20. |
| 2. | név: szül. hely, dátum: anyja neve: lakcím: | Tomasin, Christine Wr. Neustadt, 1958.08.12. Kunert, Christine 1025 Budapest, Vérhalom u. 18/A |
| 3. | név: szül. hely, dátum: anyja neve: lakcím: | Simonné Flank Márta Budapest, 1949.04.03. Kleinberger Magda 1075 Budapest, Károly krt. 13-15. |
| 4. | név: szül. hely, dátum: anyja neve: lakcím: | Volosinovsky László Budapest, 1961.05.04. Ormos Julianna 1028 Budapest, Bethlen G. u. 13. |
| 5. | név: szül. hely, dátum: anyja neve: lakcím: | Bálint Gyöngyi Törökszentmiklós, 1948.11.03. Éler Julianna 1022 Budapest, Tövis u. 1/B. |
| 6. | név: szül. hely, dátum: anyja neve: lakcím: | Petkovicsné Kelemen Éva Kalocsa, 1954.03.02. Dala Mária 1126 Budapest, Hollósy Simon u. 17. 2/3. |
| 7. | név: szül. hely, dátum: anyja neve: lakcím: | Laurinyecz Anita Békéscsaba, 1972.05.29. Valkusz Anna Mária 1131 Budapest, Mosoly u. 36-38.I/6. |
| 8. | név: szül. hely, dátum: anyja neve: lakcím: | Pórfy György Budapest, 1963.08.08. Földi Erika 2151 Fót, Nyárfa u. 26. |

Másodhelyi aláírásra jogosult dolgozók:

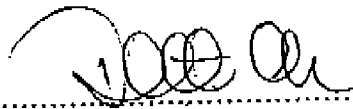
1. név: Bajmóczyné Poll Andrea
szül. hely, dátum: Budapest, 1964.07.16.
anyja neve: Gelényi Anna
lakcím: 2084 Pilisszentiván, Klapka u. 41/b.
2. név: Pap Krisztina
szül. hely, dátum: Budapest, 1975.04.28.
anyja neve: Dobó Olga
lakcím: 1118 Budapest, Regös u. 12. VII/29.
3. név: Takács Péter
szül. hely, dátum: Budapest, 1964.11.03.
anyja neve: Barna Magdolna
lakcím: 2030 Érd, Bihari u. 2.
4. név: Mikó Virág
szül. hely, dátum: Eger, 1976.08.04.
anyja neve: Perge Mária Terézia
lakcím: 1144 Budapest, Ond vezér útja 9-11.
5. név: Hugyák Andrea
szül. hely, dátum: Pécs, 1971.07.04.
anyja neve: Pfeifer Ágnes
lakcím: 1096 Budapest, Sobieski J. u. 39.
6. név: Vezér Viktória
szül. hely, dátum: Budapest, 1976.03.05.
anyja neve: Sipos Mária
lakcím: 1211 Budapest, Kossuth Lajos u. 88/a.
7. név: Hunka Krisztina
szül. hely, dátum: Budapest, 1977.04.14.
anyja neve: Szabó Erzsébet
lakcím: 2146 Mogyoród, Szentjakab Park 170.
8. név: Fodor Edina
szül. hely, dátum: Budapest, 1972.10.01.
anyja neve: Benke Rozália
lakcím: 1056 Budapest, Molnár u. 15.
9. név: Bogsch Judit
szül. hely, dátum: Budapest, 1974.07.18.
anyja neve: Pohl Annamária
lakcím: 1053 Budapest, Kálvin tér 4.

10. név: Dávid Patrícia
 szül. hely, dátum: Sárospatak, 1973.02.03.
 anyja neve: Begazy Mária
 lakcím: 1149 Budapest, Bölcsőde u. 8. II. 1.

Budapest, 2003. szeptember 30.


 Dr. Matthias Kunsch

HVB Bank Hungary Rt.



Dr. Doffek Jánosné

Dr. Tóth Erzsébet Katalin
 budapesti közjegyző

1136 Budapest,
 Tátra utca 15/a

Ügyszám: ~~6540-6550~~...../2003.

Alulírott közjegyző tanúsítom, hogy dr. Matthias KUNSCH (született: Budapest, 1944. 03. 19.), kijelentése szerint 1030 Wien Arsenal Object 3/21. szám alatti lakos, aki személyazonosságát az S0012291/6 számú osztrák útlevelel igazolta, valamint dr. DOFFEK Jánosné (született: Budapest, 1948. 12. 20.) 1124 Budapest, Fürj u. 18. szám alatti lakos, aki személyazonosságát az AN307093 számú személyi igazolványával igazolta, miután képviseleti jogukat cégkivonattal igazolták, ezt a meghatalmazást előttem, saját kezűleg írták alá. Budapest, 2003 (kettőezer-három) szeptember 30. (harmincadik) napján




 Dr. Tóth Erzsébet Katalin
 közjegyző



Dr. Tóth Ádám közjegyző

1092 Budapest Ráday u.34.I.em.8., tel/fax: 1-476-0270,1-476-01-58; fax: 1-476-02-71

H-2159/2004.

---Tanúsítom, hogy ez az idefűzött hiteles másolat az előttem eredetiként felmutatott 3 (azaz három) számozatlan oldalból álló, aláírásokkal ellátott eredeti dokumentummal mindenben megegyezik.---

---Kelt Budapesten, 2004. (kettőezer-negyedik) év április hó 21. (huszonegyedik) napján.---


dr. Tóth Ádám
közjegyző

MEGHATALMAZÁS

Alulírott dr. Matthias Kunsch és dr. Doffek Jánosné mint a HVB Bank Hungary Rt. (Cg: 01-10-041348, 1054 Budapest, Akadémia u. 17. sz.) magyarországi pénzügyintézet (a továbbiakban: Bank) együttes cégjegyzésre jogosult Igazgatósági tagjai, akik cégjegyzési jogosultságukat a Társaság 2003. szeptember 26-án kelt cégkivonatával igazolják, ezennel meghatalmazzuk az STRUKTURÁLT FINANSZÍROZÁS FŐOSZTÁLY jelen meghatalmazásban megnevezett dolgozóit, hogy azok a Bank bármely más aláírási joggal felruházott dolgozójával a Bank nevében, közjegyző előtt hitelszerződést, ahhoz kapcsolódó biztosítéki szerződést aláírjanak oly módon, hogy egy elsőhelyi aláírással jogosult dolgozó egy első- vagy másodhelyi aláírással jogosult dolgozóval együttesen ír alá.

Első helyi aláírással jogosult dolgozók:

1. név: Pálffy Nikolaus
szül. hely, dátum: Innsbruck, 1953.03.07
anyja neve: Zichy Kata
lakcím: 1125 Budapest, Mátyás király u. 23.
2. név: Kiss Zsuzsanna
szül. hely, dátum: Debrecen, 1970.05.16
anyja neve: Bartha Margit
lakcím: 1098 Budapest, Börzsöny u. 3.II/II/8
3. név: Jávör Balázs
szül. hely, dátum: Budapest, 1970.04.06
anyja neve: Szilágyi Magdolna
lakcím: 1112 Budapest, Németvölgyi út 142/a
4. név: Nyerges Csilla
szül. hely, dátum: Salgótarján, 1965.06.04
anyja neve: Hornyánszky Ilona
lakcím: 2083 Solymár, Katona J. u. 35
5. név: Téglá Imre
szül. hely, dátum: Csongrád, 1967.01.25
anyja neve: Révész Ágnes
lakcím: 1188 Budapest, Kapocs u. 52/a

Másodhelyi aláírással jogosult dolgozók:

1. név: Havas Szilvia
szül. hely, dátum: Budapest, 1975.08.03
anyja neve: Besenyei Judit
lakcím: 1201 Budapest, Nagy Győri István u. 62
2. név: Horváth László
szül. hely, dátum: Keszthely, 1972.03.01
anyja neve: Szentés Ágnes
lakcím: 8900 Zalaegerszeg, Arany János u. 65/b

3. név: Pábos Rudolf
szül. hely, dátum: Budapest, 1972.11.06
anyja neve: Turczer Mária
lakcím: 1096 Budapest, Telepy u. 6-8

Budapest, 2003. szeptember 30.


Dr. Matthias Kunsch

HVB Bank Hungary Rt.


Dr. Doffek Jánosné

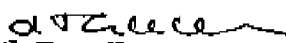
Dr. Tóth Erzsébet Katalin
budapesti közjegyző

1136 Budapest,
Tátra utca 15/a

Ügyszám: ...6349 - 6350 /2003.

Alulírott közjegyző tanúsítom, hogy dr. Matthias KUNSCH (született: Budapest, 1944. 03. 19.), kijelentése szerint 1030 Wien Arsenal Object 3/21. szám alatti lakos, aki személyazonosságát az S0012291/6 számú osztrák útlevelével igazolta, valamint dr. DOFFEK Jánosné (született: Budapest, 1948. 12. 20.) 1124 Budapest, Fűrj u. 18. szám alatti lakos, aki személyazonosságát az AN307093 számú személyi igazolványával igazolta, miután képviselgi jogukat cégkivonattal igazolták, ezt a meghatalmazást előttem, saját kezűleg írták alá. Budapest, 2003 (kettőezer-három) szeptember 30. (harmincadik) napján.




Dr. Tóth Erzsébet Katalin
közjegyző



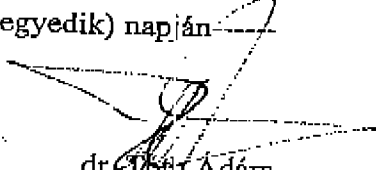
Dr. Tóth Ádám közjegyző

1092 Budapest Ráday u. 34. I. em. 8. tel/fax: 1-476-0270, 1-476-01-58; fax: 1-476-03-71

H-2158/2004.

---Tanúsítom, hogy ez az idefizőtt hiteles másolat az előttem eredetiként felmutatott 2 (azaz kettő) számozatlan oldalból álló, aláírásokkal ellátott eredeti dokumentummal mindenben megegyezik.

---Kelt Budapesten, 2004. (kettőezer-negyedik) év április hó 21. (huszonegyedik) napján.


dr. Tóth Ádám
közjegyző



Dr. Tóth Ádám közjegyző

1092 Budapest Ráday u.34.I.em.8., tel: 1-476-02-70, 1-476-01-58; fax: 1-476-02-71

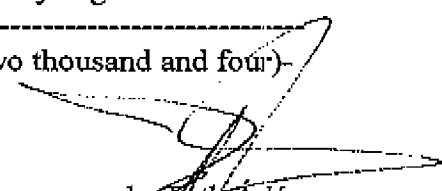
File No.: H-5075, 5076/2004.

(licence to act in English No.: 56.269/1997.IM)

---I hereby certify that this document attached hereto was signed in my presence by **Ms. Petkovicsné Kelemen Éva** born **Kelemen Éva** (born on 02nd March 1954 in Kalocsa in Hungary, mother's name: Dala Mária), her address: 1126 Budapest, Hollósy Simon u. 17. 2/3. and **Mr. Fábos Rudolf** (born on 06th november 1972 in Budapest in Hungary, mother's name: Turczer Mária), his address: 1096 Budapest, Telepy u. 6-8. whose personally known by me.---

— I further certify that **Ms. Petkovicsné Kelemen Éva** born **Kelemen Éva** and **Fábos Rudolf** is entitled to sign together in the name of the HVB Bank Hungary Rt. with the seat of 1054 Budapest, Akadémia u. 17. verified by the extract of the company register No.01-10-041348 issued by the Ministry of Justice Company Register Section.-----

--- Budapest, this 21st (twenty-first) day of April in the year of 2004 (two thousand and four)---


dr. Tóth Ádám
Civil Law Notary



Dr. Tóth Ádám közjegyző
1092 Budapest Ráday u.34.I.em.8., tel: 1-476-02-70, 1-476-01-58; fax: 1-476-02-71

File No.: H-5074/2004.
(licence to act in English No.: 56.269/1997.IM)

—I hereby certify that this document attached hereto was signed in my presence by **Mr. Rácz, András** (Budapest, 18. July 1947., mother's name: Sipos, Emma), address: 1026 Budapest, Filler u. 37., who established his identity by his identity card No.:507478CA -----
--- I further certify that **Mr. Rácz, András** is entitled to sign alone in the name of the **NORTH AMERICAN BUS INDUSTRIES, INC.** ("NABI Inc."), registered seat:106 National Drive, Anniston, AL 36201 certified by signed and sealed Boards resolution presented before me.-----
--- Budapest, this 21st (twenty-first) day of April in the year of 2004 (two thousand and four)--


dr. Tóth Ádám
Civil Law Notary

SCHEDULE A**Trademarks and Trademark Registrations*****I. Trademarks***

| |
|--|
| Tradename - NABI |
| Tradename - North American Bus Industries, Inc. |

II. Trademark Registrations

| Owner | Title | Registration Number | Date |
|---|--------------|----------------------------|-----------------|
| North American Bus Industries, Inc. (NABI, Inc.) | NABI | 2,403,088 | 11/14/00 |

III. Pending Applications

None.

SCHEDULE B

Schedule of Significant Trademarks and Trademark Registrations

I. Significant Trademarks

| |
|--|
| Tradename - NABI |
| Tradename - North American Bus Industries, Inc. |

II. Significant Trademark Registrations

| Owner | Title | Registration Number | Date |
|---|--------------|----------------------------|-----------------|
| North American Bus Industries, Inc. (NABI, Inc.) | NABI | 2,403,088 | 11/14/00 |

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, NORTH AMERICAN BUS INDUSTRIES, INC., a corporation organized and existing under the laws of the State of Alabama, having a place of business at 106 National Drive, Anniston, Alabama 36207 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer,
executed this assignment on this ___ day of _____, 200_.

**NORTH AMERICAN BUS INDUSTRIES,
INC.**

By: _____
Name:
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ___ day of _____, 200__.

By: _____
Title:

ANNEX

I. Trademarks

| |
|--|
| Tradename - NABI |
| Tradename - North American Bus Industries, Inc. |

II. Trademark Registrations

| Owner | Title | Registration Number | Date |
|---|--------------|----------------------------|-----------------|
| North American Bus Industries, Inc. (NABI, Inc.) | NABI | 2,403,088 | 11/14/00 |

III. Pending Applications

None.