

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COACH USA, INC.		11/18/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KBUS HOLDINGS, LLC		
<b>Street Address:</b>	5430 LBJ FRWY., 3 LINCOLN CTR.		
<b>Internal Address:</b>	STE. 1075		
<b>City:</b>	DALLAS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2588719	EXPRESS SHUTTLE USA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)951-3314		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(713) 951-3300		
<b>Email:</b>	jbarton@jenkens.com		
<b>Correspondent Name:</b>	Margaret A. Boulware		
<b>Address Line 1:</b>	1401 McKinney		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Houston, TEXAS 77010		
<b>NAME OF SUBMITTER:</b>	Margaret A. Boulware		
<b>Signature:</b>	/Margaret A. Boulware/		
<b>Date:</b>	01/11/2005		

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Total Attachments: 4

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## ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK is made and entered into as of 11/18, 2004 by COACH USA, INC., a Delaware corporation having a place of business at One Riverway, Suite 600, Houston, Texas 77056 ("ASSIGNOR") and KBUS HOLDINGS, LLC, a Delaware limited liability company having a place of business at 5430 LBJ Fwy., ("Assignee").  
3 LINCOLN CTR., STE. 1075, DALLAS, TEXAS 75240.

WHEREAS, Assignor has adopted and used the trademark EXPRESS SHUTTLE USA & DESIGN and are the owner of record of U.S. Registration No. 2,588,719 for use in conjunction with airport and charter transportation of passengers in International Class 39 (the "Mark"), which is the subject of a cancellation proceeding filed by Shuttle Express, Inc. with the U.S. Trademark Office (TTAB) (the "Cancellation Proceeding");

WHEREAS, pursuant to an Asset Purchase Agreement dated July 5, 2003 by and between Assignors and Assignee (the "Asset Purchase Agreement"), Assignee has acquired from Assignors certain assets used in Assignor's Business within the Territory (as such terms are defined in the Asset Purchase Agreement) and in conjunction therewith, Assignor and Assignee entered into a Trademark License Agreement regarding the grant of a license of the use of the Mark by Assignor (the "License Agreement"); and

WHEREAS, in furtherance of the Asset Purchase Agreement, Assignor and Assignee have agreed to transfer Assignor's rights in the Mark to Assignee and to terminate the License Agreement in order for Assignee to exclusively use the Mark and to assume control over the Cancellation Proceeding.

WHEREAS, Assignor and Assignee have agreed to execute this Assignment to confirm and, so far as relevant, supplement the Asset Purchase Agreement thereby to enable Assignee to complete its legal title through recordal of its ownership of the Mark (including the registration thereof in the United States Patent and Trademark Office).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby grants, assigns, sells and transfers to Assignee and its successors and assigns, Assignors' entire right, title, interest and ownership in and to the Mark, together with the goodwill of the Business symbolized by the Mark, and all income, rights, privileges, claims, and causes of action relating or pertaining to the Mark in all countries. Assignee shall have the right to secure trademark registrations in all countries and the right to secure any extensions or renewals of existing U.S. '719 registration, to have and to hold absolutely and forever by Assignee and its successors and assigns.

Assignee hereby assumes Assignor's rights and obligations with respect to the Cancellation Proceeding. Assignor hereby consents to the engagement of Jenkins & Gilchrist, P.C., by Assignee with respect to the representation of Assignee in the continued prosecution of the Cancellation Proceeding after the date of this Agreement. Assignee hereby agrees to indemnify, hold harmless and defend Assignor from and against any and all third party obligations, liabilities, costs and claims (including reasonable attorney's fees) arising as a result of or with respect to Assignee's exercise or performance of all rights and obligation related to the Mark and the Cancellation Proceeding to the extent attributable to the period of time from and after the date of this Assignment.

Assignee and Assignor do hereby agree that: (a) the License Agreement is hereby terminated and is no longer in force and effect; and (b) termination of the License Agreement does not, and is not intended to, terminate, modify or amend the Asset Purchase Agreement.

Each Party for itself and for each its officers, directors, shareholders, partners, licensees, agents, representatives, and employees, hereby releases and discharges the other Party and each of its officers, directors, shareholders, partners, licensees, agents, representatives, and employees, from any and all claims and causes of action in law or in equity that it has now or may have against the other Party from the beginning of time up to the Effective Date of this Agreement relating to the other Party's use and registration of the Mark. This release shall not extend to any cause of action based on a breach of this Agreement.

SIGNATURES INTENTIONALLY CONTINUED ON THE NEXT PAGE

COACH USA, INC.

By: [Signature]  
Printed Name: ROSS KINNEAR  
Title: VP FINANCE & ADMINISTRATION

NJ  
STATE OF ~~TEXAS~~  
COUNTY OF Bergen )

On 11/18, 2004, before me personally appeared ROSS KINNEAR who, being by me duly sworn, did depose and say that that [s]he is VP FINANCE of COACH USA, INC., that [s]he is authorized to execute the foregoing assignment on behalf of said corporation and that [s]he did so by authority of said corporation.

Margaret Mole  
Notary Public

Notary Public of NJ  
Margaret F. Mole  
My Commission Expires 2/5/08

My Commission Expires: \_\_\_\_\_

KBUS HOLDINGS, LLC

By: Jack A Morgan  
Printed Name: JACK A MORGAN  
Title: CEO

STATE OF TEXAS )  
COUNTY OF DALLAS )

On Nov. 11, 2004, before me personally appeared JACK A. MORGAN, who, being by me duly sworn, did depose and say that that [s]he is CEO of KBUS HOLDINGS, LLC, that [s]he is authorized to execute the foregoing assignment on behalf of said limited liability company and that [s]he did so by authority of said corporation.

[Signature]  
Notary Public

My Commission Expires: 5-10-08

