

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Flyer Industries Canada ULC		08/19/2005	unlimited liability corporation: ALBERTA

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia, as Administrative Agent
Street Address:	40 King Street West
Internal Address:	Scotia Plaza, 62nd Floor
City:	Toronto, Ontario M5W 2X6
State/Country:	CANADA
Entity Type:	Canadian chartered bank:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1577351	NEW FLYER
Registration Number:	1572970	NEW FLYER
Registration Number:	2177401	NEW FLYER
Registration Number:	2177404	NEW FLYER
Registration Number:	2177405	NEW FLYER
Registration Number:	2059301	
Registration Number:	2967330	INVERO
Registration Number:	2957519	NEW FLYER KINETIK
Registration Number:	2072380	
Serial Number:	78587479	
Serial Number:	78587473	KINETIK NEW FLYER
Serial Number:	78469531	NEW FLYER

CORRESPONDENCE DATA

900032988

**TRADEMARK
 REEL: 003166 FRAME: 0886**

OP \$315.00 1577351

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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/
Date:	09/29/2005

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is dated as of August 19, 2005 and is entered into by New Flyer Industries Canada ULC (the "**Canadian Borrower**") in favour of the Agent and the Lenders (as each such term is defined below).

RECITALS:

A. The Canadian Borrower, New Flyer of America Inc. (the "**U.S. Borrower**"; and together with the Canadian Borrower, the "**Borrowers**"), Transit Holdings, Inc. and 1176846 Alberta ULC, as guarantors, the lenders from time to time party thereto (such lenders, together with their successors and assigns, being collectively referred to as the "**Lenders**"), Canadian Imperial Bank of Commerce and Bank of Montreal, as co-lead arrangers, book runners and syndication agents and The Bank of Nova Scotia, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") and as issuing bank are parties to a credit agreement dated as of August 19, 2005 (such credit agreement, as it may be amended, supplemented or otherwise modified or restated from time to time, referred to as the "**Credit Agreement**").

B. To secure the payment and performance of the Obligations, the Canadian Borrower shall have executed and delivered to the Agent, for its own benefit and for the benefit of the Lenders, that certain Security Agreement dated as of the date hereof (as it may be amended, supplemented or otherwise modified or restated from time to time, the "**Security Agreement**").

C. Pursuant to the Credit Agreement, the Canadian Borrower is required to execute and deliver to Agent, for its own benefit and for the benefit of the Lenders, this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Canadian Borrower, the Canadian Borrower agrees with and in favour of the Agent, for its own benefit and for the benefit of the Lenders, as follows:

1. **Definitions.** In this Agreement, capitalized terms which are not otherwise defined have the meanings given to such terms in the Credit Agreement.

2. **Grant of Lien.** As general and continuing collateral security for the due payment and performance of the Obligations (as defined in the Security Agreement), the Canadian Borrower hereby grants to the Agent (for its own benefit and for the benefit of the Lenders), a security interest in all of the Canadian Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all (i) trademarks, trademark registrations and trademark applications referred to on Schedule A hereto and (ii) any goodwill associated with or symbolized by any of the foregoing (collectively, the “**Trademarks**”); and


(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Canadian Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent (for its own benefit and for the benefit of the Lenders), pursuant to the Security Agreement. The Canadian Borrower hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Upon the fulfillment of all Obligations under the Security Agreement, the Agent shall, at the expense of the Canadian Borrower, execute, acknowledge and deliver to the Canadian Borrower an instrument in writing releasing the security interest in the Trademarks under this Agreement and the Security Agreement. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the State of New York. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the Canadian Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NEW FLYER INDUSTRIES CANADA
ULC**

By: 
Name: _____
Title: _____

[Signature Page to the U.S. Trademark Security Agreement]

SCHEDULE A

TRADEMARK REGISTRATIONS

TRADE MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE
NEW FLYER	1,577,351	January 16, 1990	January 16, 2010
NEW FLYER (and design)	1,572,970	December 26, 1989	December 26, 2009
NEW FLYER (and design)	2,177,401	July 28, 1998	July 28, 2008
NEW FLYER (and design)	2,177,404	July 28, 1998	July 28, 2008
NEW FLYER (and design)	2,177,405	July 28, 1998	July 28, 2008
WINGS DESIGN (design only)	2,059,301	May 6, 1997	May 6, 2007
INVERO	2,967,330	July 12, 2005	July 12, 2015
NEW FLYER KINETIK	2,957,519	May 31, 2005	May 31, 2025
Design only	2,072,380	June 17, 1997	June 17, 2007

TRADEMARK APPLICATIONS

TRADE MARK	APPLICATION NUMBER
ARC DESIGN (design only)	78/587,479
KINETIK NEW FLYER (and design)	78/587,473
NEW FLYER (and design)	78/469,531

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