

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
North American Bus Industries, Inc.		02/14/2006	CORPORATION: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HVB Bank Hungary Zrt. (f/k/a HVB Bank Hungary Rt.)		
<b>Street Address:</b>	1054 Budapest		
<b>City:</b>	Szabadsag ter 5-6		
<b>State/Country:</b>	HUNGARY		
<b>Entity Type:</b>	a Hungarian Bank:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2403088	NABI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2127562388		
<b>Email:</b>	daniel.angel@srz.com		
<b>Correspondent Name:</b>	Daniel Angel, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	014951/0676		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Daniel Angel, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Daniel Angel, Esq. (014951.0676)		

CH \$40.00 2403088

Signature:	/sas for da/
Date:	02/17/2006
Total Attachments: 5 source=NABI-1#page1.tif source=NABI-1#page2.tif source=NABI-1#page3.tif source=NABI-1#page4.tif source=NABI-1#page5.tif	

ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Assignment") is made and effective as of the date indicated below and is granted by and among North American Bus Industries, Inc., an Alabama corporation, with offices at 106 National Drive, Anniston, Alabama 36207 ("Grantor") and HVB Bank Hungary Zrt. (f/k/a HVB Bank Hungary Rt.), a Hungarian bank, with offices at 1054 Budapest, Szabadság tér 5-6., Hungary ("Assignor") for the benefit of NABI Finance Holding Vagyonhasznosító Korlátolt Felelősségű Társaság (a/k/a NABI Finance Holding Asset Manager Limited Liability Company), a Hungarian limited liability company, with offices at 1053 Budapest, Karolyi Mihaly u. 12, Hungary ("Assignee").

WHEREAS, Grantor owns all right, title and interest in and to the Pledged Collateral (as such term is herein defined);

WHEREAS, pursuant to that certain Security Agreement, dated April 21, 2004 (as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement") by and among Grantor; Assignor, as security agent for certain Lenders (as defined in the Security Agreement); the Lenders described therein and the Noteholders (as defined therein); Lenders agreed to make loans and other financial accommodations to Grantor;

WHEREAS, pursuant to the Security Agreement, Grantor executed that certain Trademark Collateral Security and Pledge Agreement, dated as of April 21, 2004 (as amended, replaced, superseded or otherwise modified from time to time, the "Trademark Security Agreement") in favor of Assignor for the benefit of the Financiers (as defined therein), pursuant to which Grantor granted to Assignor a lien upon and security interest in, among other things, Grantor's respective right, title and interest in and to the trademark, and the application and registration thereto, listed on Schedule A, attached hereto, of Grantor, to secure the payment and performance of the Obligations (as defined in the Security Agreement) (collectively, the "Pledged Collateral");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2852/Frame 374 on May 12, 2004; and

WHEREAS, pursuant to that certain Assignment Agreement, dated February \_\_, 2006, by and among Grantor, Assignor and Assignee, among others (the "Assignment Agreement"), Assignor agreed to assign to Assignee the Pledged Collateral (the "Assigned Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells and transfers unto Assignee, its successors and assigns, all of its right, title and interest throughout the world in perpetuity in and to the Assigned Interest, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in

this regard to confirm and perfect title in and to the Assigned Interest in Assignee, its successors, assigns, or other legal representatives.

*Remainder of page intentionally left blank; signature pages follow.*

IN WITNESS WHEREOF, Assignor and Grantor have caused this assignment to be duly executed by its officer thereunto duly authorized, as of the 14 day of February 2006

HVB BANK HUNGARY ZRT.

By: János Fabos  
Name: Balázs János Rudolf Fabos  
          Deputy Head of  
Title: Structured Finance SPS

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ACKNOWLEDGED, AGREED AND  
CONSENT GIVEN:

NORTH AMERICAN BUS INDUSTRIES,  
INC.

By: 

Name: ANDRÉS RAEZ

Title: Chairman

SCHEDULE A

U.S. Trademark Registration

<u>Mark</u>	<u>Reg. No.</u>
NABI	2403088