Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
North American Bus Industries, Inc.		02/04/2006	CORPORATION: ALABAMA
HVB Bank Hungary Zrt. (f/k/a HVB Bank Hungary Rt.)		02/04/2006	Bank: HUNGARY

RECEIVING PARTY DATA

IIIVIAME.	NABI Finance Holding Vagyonhasznosito Korlatolt Felelossegu Tarsasag (a/k/a NABI Finance Holding Asset Manager Limited Liability Company)
Street Address:	1053 Budapest
City:	Karolyi Mihaly u. 12
State/Country:	HUNGARY
Entity Type:	LIMITED LIABILITY COMPANY: HUNGARY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2403088	NABI

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-756-2388

Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951.0676

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

900053204

TRADEMARK REEL: 003347 FRAME: 0668 **2**405088

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Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Daniel Angel, Esq. (014951.0676)
Signature:	/kc for da/
Date:	07/13/2006
Total Attachments: 5 source=Nabi Security Interest2#page1.tif source=Nabi Security Interest2#page2.tif source=Nabi Security Interest2#page3.tif source=Nabi Security Interest2#page4.tif source=Nabi Security Interest2#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 4, 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").

WHEREAS. pursuant to the Assignment Agreement and the Mutual Release dated February 7, 2006, by and among Assignor and Assignee, among others (the "Mutual Release"), the applicable parties agreed that Assignor is to assign to Assignee the Assigned Interest, and all necessary parties waived the requirement of delivery to Assignor of any further instructions or written direction with respect thereto.

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

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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.

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IN WITNESS WHEREOF, Assignor and Grantor have caused this assignment to be duly executed by its officer thereunto duly authorized, as of the 10-4 day of February 2006

HVB BANK HUNGARY ZRT.

Title:

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Name:

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ACKNOWLEDGED, AGREED AND CONSENT GIVEN:

NORTH AMERICAN BUS INDUSTRIES, INC.

By:

Name: Anoras Rae?

Title:

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SCHEDULE A

U.S. Trademark Registration

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

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