

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
OPTIMA BUS, LLC		08/18/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THE CIT GROUP/BUSINESS SERVICES, INC.		
Street Address:	900 Ashwood Parkway		
Internal Address:	Suite 610		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2997153	OPTIMA	
CORRESPONDENCE DATA			
Fax Number:	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-456-5202		
Email:	chitmdocket@gtlaw.com		
Correspondent Name:	Howard E. Silverman		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Howard E. Silverman		
Signature:	/Howard E. Silverman/		
Date:	08/23/2006		

CH \$40.00 2997153

Total Attachments: 7

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (the "Agreement") made as August 18, 2006, **OPTIMA BUS, LLC**, a Delaware limited liability company (the "Grantor") and **THE CIT GROUP/BUSINESS SERVICES, INC.**, a New York corporation, in its capacity as Administrative Agent under the Financing Agreement (defined below) (the "Grantee"):

WITNESSETH

WHEREAS, pursuant to that certain Financing Agreement, dated as of June 12, 2006, as amended as of the date hereof, among the Grantor, the lenders from time to time party hereto (each a "Lender" and collectively, the "Lenders"), the Grantee and certain other parties (as the same may be further amended, restated, supplemented or otherwise modified and in effect from time to time, the "Financing Agreement"), the Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Revolving Loans and other financial accommodations available to the Grantor;

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement, dated as of June 12, 2006, as amended as of the date herewith, between Grantor and Grantee (as the same may be further amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, Trademarks and Copyrights (each as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure all Obligations (as defined in the Financing Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agrees as follows:

1. Incorporation of Financing Agreement and Security Agreement. The Financing Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Financing Agreement, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent, Trademark and Copyright Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark;

(c) each Patent listed on Schedule B annexed hereto, together with any reissuances, continuations, continuations-in-part, revisions ,extensions, and reexaminations thereof;

(d) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future infringement of any Patent;

(e) each Copyright listed on Schedule C annexed hereto, together with any reissues, continuations or extensions thereof; and

(f) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future infringement or dilution of any Copyright.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

OPTIMA BUS, LLC

By: 

Name: Michael Horne

Its: Chief Restructuring Officer and EVP of
Optima Bus Acquisition Inc., its managing member

Agreed and Accepted
as of the Date First Written Above

THE CIT GROUP/BUSINESS CREDIT, INC.

By: _____

Name: _____

Its: _____

Patent, Trademark and Copyright Security Agreement

TRADEMARK
REEL: 003375 FRAME: 0601

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

OPTIMA BUS, LLC

By: _____
Name: _____
Its: _____

Agreed and Accepted
as of the Date First Written Above

THE CIT GROUP/BUSINESS CREDIT, INC.

By: *Neal M. Wilson*
Name: *Neal M. Wilson*
Its: *SVP*

SCHEDULE A

Registered Trademarks and Pending Trademark Applications

REGISTERED TRADEMARKS

MARK	REG. NO.
OPTIMA	2,997,153

PENDING TRADEMARK APPLICATIONS

MARK	APP. NO.
None.	

SCHEDULE B

Registered Patents and Pending Patent Applications

REGISTERED PATENTS

MARK	REG. NO.
None.	

PENDING PATENT APPLICATIONS

MARK	APP. NO.
None.	

SCHEDULE C

Registered Copyrights and Pending Copyright Applications

REGISTERED COPYRIGHTS

COPYRIGHT	REG. NO.
None.	

PENDING COPYRIGHT APPLICATIONS

COPYRIGHT	APP. NO.
None.	