

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
Blue Bird Body Company		09/15/2006	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	The CIT Group/Business Credit, 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:	2722179	SAFETY-VIEW	
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		
ATTORNEY DOCKET NUMBER:	65145-010800		
NAME OF SUBMITTER:	Howard E. Silverman		
Signature:	/Howard E. Silverman/		

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TRADEMARK
REEL: 003392 FRAME: 0477

Date:

09/18/2006

Total Attachments: 6

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (the "Agreement") made as September 15, 2006, **BLUE BIRD BODY COMPANY**, a Georgia corporation (the "Grantor") and **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation, in its capacity as Administrative Agent under the Financing Agreement (defined below) (the "Grantee"):

W I T N E S S E T H

WHEREAS, pursuant to that certain Financing Agreement, dated as of even date herewith, 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 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 a Term Loan, Revolving Loans and other financial accommodations available to the Grantor;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be 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 reissues, 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.

BLUE BIRD BODY COMPANY

By: Wayne F. Howell
Name: Wayne F. Howell
Its: CEO

Agreed and Accepted
as of the Date First Written Above

THE CIT GROUP/BUSINESS SERVICES, INC.

By: _____
Name: _____
Its: _____

IP Security Agreement


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

BLUE BIRD BODY COMPANY

By: _____
Name: _____
Its: _____

Agreed and Accepted
as of the Date First Written Above

THE CIT GROUP/BUSINESS SERVICES, INC.

By: 
Name: Neal Mulford
Its: Senior Vice President

IP Security Agreement

SCHEDULE A

Registered Trademarks and Pending Trademark Applications

REGISTERED TRADEMARKS

Owner	Country	Trademark	Registration No.	Registration Date
Blue Bird Body Co.	Andorra	BLUE BIRD & BIRD DESIGN	4659	20 Feb 1997
Blue Bird Body Co.	Congo	BIRD DESIGN	1604/88	9 Dec 1989
Blue Bird Body Co.	Congo	BLUE BIRD	1605/88	15 Nov 1988
Blue Bird Body Co.	Guyana	BIRD DESIGN	11935A	6 Jul 1983
Blue Bird Body Co.	Guyana	BLUE BIRD	16501a	1 Nov 2003
Blue Bird Body Co.	Iran	BIRD DESIGN	58520	2 May 1984
Blue Bird Body Co.	Iran	BLUE BIRD (ARABIC)	58518	2 May 1984
Blue Bird Body Co.	Jordan	BLUE BIRD & BIRD DESIGN	46125	9 Jun 1998
Blue Bird Body Co.	Jordan	BLUE BIRD IN ARABIC	46130	9 Jun 1998
Blue Bird Body Co.	Lebanon	BIRD DESIGN	61238	1 Jul 1978
Blue Bird Body Co.	Lebanon	BLUE BIRD(WORDS)	61237	1 Jul 1978
Blue Bird Body Co.	Sudan	BIRD DESIGN	19012	24 Jun 1990
Blue Bird Body Co.	Sudan	BLUE BIRD	19011	23 Apr 1991
Blue Bird Body Co.	Surinam	BLUE BIRD & BIRD DESIGN	12610	29 Nov 1989
Blue Bird Body Co.	United States of America	SAFETY-VIEW	2722179	3 June 2003
Blue Bird Body Co.	West Bank	BLUE BIRD & BIRD DESIGN	5486	11 Sep 2001
Blue Bird Body Co.	West Bank	BLUE BIRD IN ARABIC	5485	11 Sep 2001

SCHEDULE B

Registered Patents and Pending Patent Applications

PATENTS

RECORD OWNER	CASE NUMBER	TITLE	PATENT NUMBER	ISSUE DATE	EXPIRY DATE
Blue Bird Body Company	BBI-102-US	Heating System with Safety Features	5,178,323	January 12 1993	January 1 2011
Blue Bird Body Company	BBI-102-CA	Heating System with Safety Features	2,048,452	January 31 1995	August 6 2011
Blue Bird Body Company	BBI-103-US	Emergency Exit Window	5,169,205	December 8 1992	August 6 2011
Blue Bird Body Company	BBI-103-CA	Emergency Exit Window	2,068,577	August 22 1995	May 13 2012