

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CUSA, LLC		04/20/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bear Stearns Corporate Lending Inc., as First Lien Collateral Agent		
Street Address:	Attention: Bryan Carter		
Internal Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78806319	WE MAKE THE TRIP	
Serial Number:	78806302	COACH AMERICA	
Registration Number:	2946715	CUSA	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	031935-0258		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$90.00 78806319

Signature:	/Rhonda DeLeon/
Date:	05/15/2007
Total Attachments: 15 source=1st Lien IP Security#page1.tif source=1st Lien IP Security#page2.tif source=1st Lien IP Security#page3.tif source=1st Lien IP Security#page4.tif source=1st Lien IP Security#page5.tif source=1st Lien IP Security#page6.tif source=1st Lien IP Security#page7.tif source=1st Lien IP Security#page8.tif source=1st Lien IP Security#page9.tif source=1st Lien IP Security#page10.tif source=1st Lien IP Security#page11.tif source=1st Lien IP Security#page12.tif source=1st Lien IP Security#page13.tif source=1st Lien IP Security#page14.tif source=1st Lien IP Security#page15.tif	

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 20, 2007 (as amended, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of BEAR STEARNS CORPORATE LENDING INC., as collateral agent (in such capacity, together with its successors in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Coach Am Holdings Corp., a Delaware corporation, Coach Am Acquisition Corp., a Delaware corporation, and Coach America Holdings, Inc., a Delaware corporation, have entered into a First Lien Credit Agreement, dated as of April 20, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), and Bear Stearns Corporate Lending Inc., as Administrative Agent and as Collateral Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered the First Lien Guarantee and Collateral Agreement, dated as of April 20, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Collateral Agent.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

SECTION 1. Definitions. (a) Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein shall have the meanings given to them in the Guarantee and Collateral Agreement.

(b) The following terms shall have the following meanings:

“Copyrights”: (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 1), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

“Copyright Licenses”: any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 1), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

“Patents”: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 1, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 1, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Patent License”: all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 1.

“Proceeds”: all “proceeds” as such term is defined in Section 9-102(a)(64) of the New York UCC on the date hereof.

“Supporting Obligation”: as defined in the Uniform Commercial Code in effect in the State of New York on the date hereof.

“Trademarks”: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1, and (ii) the right to obtain all renewals thereof.

“Trademark License”: any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.

SECTION 2. Grant of Security. Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(a) all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without

limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom; and

(b) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 5. GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Intellectual Property Security Agreement is in conflict with any provision of the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this First Lien Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

COACH AM HOLDINGS CORP.

By: 
Name: Marc Kramer
Title: Vice President

COACH AM ACQUISITION CORP.

By: 
Name: Marc Kramer
Title: Vice President

COACH AMERICA HOLDINGS, INC.

By: _____
Name: George Maney
Title: Vice President

IN WITNESS WHEREOF, each of the undersigned has caused this First Lien Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


COACH AM HOLDINGS CORP.

By: _____
Name: Marc Kramer
Title: Vice President

COACH AM ACQUISITION CORP.

By: _____
Name: Marc Kramer
Title: Vice President

COACH AMERICA HOLDINGS, INC.

By:  _____
Name: George Mandy
Title: Vice President

AMERICAN COACH LINES OF MIAMI, INC.
AMERICAN COACH LINES, INC.
AMERICAN COACH LINES OF JACKSONVILLE,
INC.
AMERICAN COACH LINES OF ORLANDO, INC.
FLORIDA CRUISE CONNECTION, INC.
MIDNIGHT SUN TOURS, INC.
ROYAL TOURS OF AMERICA, INC.
TIPPETT TRAVEL, INC.
TRYKAP AIRPORT SERVICES, INC.
TRYKAP TRANSPORTATION MANAGEMENT,
INC.
AMERICAN COACH LINES OF ATLANTA, INC.
B & A CHARTER TOURS, INC.
COACH AMERICA GROUP, INC.
DILLON'S BUS SERVICE, INC.
THE MCMAHON TRANSPORTATION COMPANY
AMERICA CHARTERS, LTD.
SOUTHERN COACH COMPANY
SOUTHERN TOURS, INC.

By: _____


Name: George Maney
Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003542 FRAME: 0765

C U S A L L C
C U S A , A T L L C
C U S A A W C L L C
C U S A B E , C L L C
C U S A C C L L C
C U S A R E O R A T E T R A V E L L L C
C U S A , C S S L L C
C U S A E E L L C
C U S A E , L K O L L C
C U S A E S L L C
C U S A , F L L C
C U S A , F T T L L C
C U S A G C B S L L C
C U S A , G C T L L C
C U S A K B C L L C
C U S A K , T C S L L C
C U S A P C S T C , L L C
C U S A P R T S , L L C
C U S A R A Z , L L C
C U S A T R A N S I T S E R V I C E S , L L C
A C L L E A S I N G , L L C
K B U S H O L D I N G S , L L C
C U S A B E S S , L L C
C U S A L E A S I N G , L L C
C U S A , L L C

By: _____



Name: George Maney
Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003542 FRAME: 0766

CO AC HB CC AE L . P . . an d
CO A CH L EAS DREG B CC L P .

By . CU S A T rains, i t S ervi ces LL C
th e i r G eneral P er

By 
N am e G r e g o r y A n e
T i t l e . V i c e P r e s i d e n t

BEAR STEARNS CORPORATE LENDING INC.,
as Collateral Agent

By: _____

Name:

Title:

VICTOR BULZACHELLI
VICE PRESIDENT

[SIGNATURE PAGE TO FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003542 FRAME: 0768

COPYRIGHTS

PATENTS

TRADEMARKS

TRADE SECRETS

INTELLECTUAL PROPERTY LICENSES

[SEE ATTACHED]

Schedule 1

Intellectual Property

1. Set forth below is a list of all copyrights, patents and trademarks and other intellectual property owned or used, or hereafter adopted, held or used, by a Grantor:

(A) Copyrights

None.

(B) Copyright Licenses

None.

(C) Patents

None.

(D) Patent Applications

None.

(E) Patent Licenses

None.

(F) Trademarks and Trademark Applications

CUSA Entities

MARK	OWNERSHIP ENTITY	GOODS/ SERVICES	APP.NO. / DATE	REG. NO. / DATE	REGISTER
ARROW STAGE LINES (STYLIZED)	CUSA ASL, LLC [no assign. on file with USPTO]	"transportation of passengers by means of bus" in Class 39	75/060,893 02/21/96	2,071,392 06/17/97	U.S. Federal
WE MAKE THE TRIP	CUSA, LLC	"motor coach charter services, tour guide services, conducting sightseeing tours for others, transportation of passengers by bus, and	78/806,319 02/03/06	78/8063,19 12/19/06	U.S. Federal

MARK	OWNERSHIP ENTITY	GOODS/ SERVICES	APP.NO. / DATE	REG. NO. / DATE	REGISTER
		airport shuttle services" in Class 39			
COACH AMERICA	CUSA, LLC	"motor coach charter services, tour guide services, conducting sightseeing tours for others, transportation of passengers by bus, and airport shuttle services" in Class 39	78/806,302 02/03/06	Application Pending	U.S. Federal
COACH AMERICA	CUSA ES, LLC	Motor coach transportation		11/22/06	State- Wisconsin
EXPRESS SHUTTLE USA (& DESIGN)	KBUS Holdings, LLC	"airport and charger transportation of passengers" in Class 39	75/409,140 12/22/97	2,588,719 07/02/02	U.S. Federal
EXPRESS SHUTTLE	CUSA ES, LLC		W13000059935		State – Wisconsin
CUSA	CUSA, LLC	"motor coach charter services, tour guide services, conducting sightseeing tours for others, transportation of passengers by bus, and airport shuttle services" in Class 39	78/262,975 06/16/03	2,946,715 05/03/05	U.S. Federal

Material unregistered trademarks:

- The flying star design as used on the website located next to the domain name www.coachusa.us is unregistered.

American Coach Lines Entities

<u>MARK</u>	<u>AMERICAN COACH LINES ENTITIES</u>	<u>GOODS/ SERVICES</u>	<u>APP. NO./ DATE</u>	<u>REG. NO./ DATE</u>	<u>REGISTER</u>
AMERICAN COACH LINES (STYLIZED)	American Coach Lines of Atlanta, Inc.	"transportation of people and goods by taxis, limousines, buses, vans and mini-vans" in class 39	75/782,552 08/25/99	2,408,316 11/28/00	U.S. Federal
AMERICAN COACH	American Coach Lines of Atlanta, Inc.	"transportation of people and goods by taxis, limousines, buses, vans and mini-vans" in class 39	75/782,551 08/25/99	2,412,201 12/12/00	U.S. Federal
AMERICAN COACH & Design	American Coach Lines, Inc.	"transportation of people by buses, vans and minicoaches" in class 39	76/562,990 12/03/03	3,096,059 05/23/06	U.S. Federal
AMERICAN COACH LINES	American Coach Lines, Inc. (name changed to American Coach Lines of Atlanta, Inc.)	"transportation of people and goods"		S-18036 8/16/99	State of Georgia
AMERICAN COACH	American Coach Lines, Inc. (name changed to American Coach Lines of Atlanta, Inc.)	"transportation of people and goods"		S-18037 8/16/99	State of Georgia

Material unregistered trademarks:

- American Coach Lines, Inc.
- America Charters Ltd.
- Florida Cruise Connection, Inc.
- Southern Coach Company
- Dillon's Bus Services, Inc.
- Midnight Sun Tours, Inc.
- Royal Tours of America Inc.
- The McMahon Transportation Company
- Gray Line of Atlanta

- American Coach Tours
- Tippet Travel Inc.
- P&S Transportation Inc.
- New Horizon Tours
- Southern Tours
- Trykap Airport Services Inc.
- Trykap Transportation Inc.
- Island Tours
- American Coach Lines of Atlanta, Inc.
- American Coach Lines of Jacksonville, Inc.
- American Coach Lines of Miami, Inc.
- American Coach Lines of Orlando, Inc.
- American Coach Lines of Jacksonville, NC
- ACL Leasing LLC
- B&A Charter Tours, Inc.

(G) Trademark Licenses

CUSA Entities

- License to use the trademarks and other intellectual property of Coach USA, Inc. below pursuant to the Trademark License Agreement dated as of September 17, 2003 by and between Coach USA, Inc. and KBUS Holdings, LLC:
 - A. Trademarks and service marks under United States Trademark Registration Nos. 2,148,283, 2,322,634, and 2,353,863 and United States Trademark Application Serial No. 76/303,879 for the "COACH USA" mark.
 - B. Certain distinctive images, designs, and colors to promote, offer for sale, and sell its transportation services, namely the flying C design, the star positioned in the flying C, the stylized lettering, the white background for the flying C design, the white background for the Coach USA lettering, the extended white background striping, and the red, white, and blue colors for striping, Coach USA lettering, in the flying C design as contained in Coach USA's trademarks, service marks, promotional materials and on vehicles, that are protected by federal registration and common law rights as trademarks, service marks, and trade dress of Coach USA.
- Coach America Holdings, Inc. and its subsidiaries have a license to use the "Gray Line" trade name in connection with the licenses with Gray Lines Worldwide in the following locations: Monterey, CA, San Francisco, CA, Las Vegas, NV, Dallas/Forth Worth, TX, Houston, TX, Austin/San Antonio, TX, San Diego, CA, Anaheim/Los Angeles, CA, Portland, OR, Phoenix, AZ and Memphis, TN.

- Coach America Holdings, Inc. and its subsidiaries have the right to use the following trade names through contracts: Woodland's Express, Disney Express and Fly Away.
- Settlement Agreement between KBUS, LLC and Shuttle Express, Inc., dated May 19, 2006. KBUS may not advertise its mark, EXPRESS SHUTTLE USA, inside the western Washington state area.

American Coach Line Entities

- License to use the Licensed Trademarks of Gray Line Corporation in Licensed Territory pursuant to License Agreement, dated as of March 29, 2004, by and between Gray Line Corporation and American Coach Lines of Atlanta, Inc.

(H) Trade Secret Licenses

None.