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Fax Server

TO: ANDREW L. JAGENOW COMPANY: 53 STATE STREET

04-23-2009



Electronic Version v1.1

Stylesheet Version v1.1

103557882

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON		04/17/2009	NATIONAL ASSOCIATION / USA

## RECEIVING PARTY DATA

Name:	MCII HOLDINGS, INC.
Street Address:	1700 East Golf Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	CORPORATION: DELAWARE

Name:	MOTOR COACH INDUSTRIES INTERNATIONAL, INC.
Street Address:	1700 East Golf Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	CORPORATION: DELAWARE

Name:	MCI FINANCIAL SERVICES, INC.
Street Address:	1700 East Golf Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	CORPORATION: DELAWARE

Name:	MCI SALES AND SERVICE, INC.
Street Address:	1700 East Golf Road
City:	Schaumburg
State/Country:	ILLINOIS

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TO:ANDREW L. JAGENOW COMPANY:53 STATE STREET

Postal Code:	80173
Entity Type:	CORPORATION: <i>DELAWARE</i>

Name:	MCI SERVICE PARTS, INC.
Street Address:	1700 East Golf Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	80173
Entity Type:	CORPORATION: <i>DELAWARE</i>

Name:	MCH FINANCIAL SERVICES, INC.
Street Address:	1700 East Golf Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	80173
Entity Type:	CORPORATION: <i>DELAWARE</i>

Name:	MCII FINANCIAL SERVICES II, INC.
Street Address:	1700 East Golf Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	80173
Entity Type:	CORPORATION: <i>DELAWARE</i>

Name:	MOTOR COACH INDUSTRIES, INC.
Street Address:	1700 East Golf Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	80173
Entity Type:	CORPORATION: <i>DELAWARE</i>

Name:	TRANSIT BUS INTERNATIONAL, INC.
Street Address:	1700 East Golf Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	80173
Entity Type:	CORPORATION: <i>DELAWARE</i>

Name:	MCI ACCEPTANCE CORP.
Street Address:	1700 East Golf Road

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TO: ANDREW L. JAGENOW COMPANY: 53 STATE STREET

City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	80173
Entity Type:	CORPORATION: <u>DELAWARE</u>

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1074499	MCI
Registration Number:	1579873	THE PARTS PROS
Registration Number:	2121866	RENAISSANCE
Registration Number:	2195446	
Registration Number:	2832667	
Registration Number:	3364560	MCI PRO SUPPORT
Registration Number:	3364590	MCI PRO SUPPORT
Registration Number:	3486891	GO GREEN. GO COACH. GO MCI.
Registration Number:	763801	CHALLENGER
Registration Number:	796880	MCI THE MARK OF RESPONSIBILITY
Registration Number:	1322652	BILLINGSLEY
Registration Number:	1415772	MCI
Registration Number:	1832909	
Registration Number:	1838332	FLXIBLE
Registration Number:	1969306	COACH GUARD
Registration Number:	2045412	COACH GUARD
Registration Number:	2270868	
Registration Number:	2358154	
Registration Number:	2207719	MCI

## CORRESPONDENCE DATA

Fax Number: (817)523-1231  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 817-570-1905  
 Email: [ajagenow@goodwinprocter.com](mailto:ajagenow@goodwinprocter.com)  
 Correspondent Name: Andrew L. Jagenow  
 Address Line 1: 53 State Street  
 Address Line 2: Goodwin Procter LLP  
 Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	006732/183812
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TO: ANDREW L. JAGENOW COMPANY: 53 STATE STREET

NAME OF SUBMITTER:	Andrew L. Jagenow
Signature:	/Andrew L. Jagenow/
Date:	04/17/2009
<b>Total Attachments: 5</b> source=Motor Coach - Exit Facility - Trademark Release (2)#page1.tif source=Motor Coach - Exit Facility - Trademark Release (2)#page2.tif source=Motor Coach - Exit Facility - Trademark Release (2)#page3.tif source=Motor Coach - Exit Facility - Trademark Release (2)#page4.tif source=Motor Coach - Exit Facility - Trademark Release (2)#page5.tif	

EXECUTION VERSION

**TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE dated as of April 17, 2009, from The Bank of New York Mellon, as successor-in-interest to BNY Asset Solutions LLC, in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for itself and the Lenders (as defined in the Second Lien Credit Agreement, dated as of May 27, 2004 (as the same may be amended, restated supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement")) to MCII HOLDINGS, INC., MOTOR COACH INDUSTRIES INTERNATIONAL, INC., MCI FINANCIAL SERVICES, INC., MCI SALES AND SERVICE, INC., MCI SERVICE PARTS, INC., MCII FINANCIAL SERVICES, INC., MCII FINANCIAL SERVICES II, INC., MOTOR COACH INDUSTRIES, INC., TRANSIT BUS INTERNATIONAL, INC., and MCI ACCEPTANCE CORP. (collectively the "Grantors").

**WITNESSETH:**

WHEREAS, pursuant to the Security Agreement dated as of May 27, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified) in favor of Agent (the "Security Agreement") and the Trademark Security Agreement dated as of May 27, 2004, in favor of Agent (the "Trademark Security Agreement"), a security interest (the "Security Interest") was granted by Grantors to Agent in the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office, at Reel 3029, Frame 0861 on August 17, 2004; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed in the Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Agent hereby states as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Credit Agreement and the Trademark Security Agreement.

2. **Release of Security Interest.** Agent hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral including the Trademark Collateral listed in Exhibit 1 attached hereto. Any and all right, title, or interest of Agent in such Trademark Collateral and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral and any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void.

3. **Further Assurances.** Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

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DRAFT

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK MELLON  
as Agent

By: 

Name: MELINDA VALENTINE  
VICE PRESIDENT

# EXHIBIT 1 TO THE TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

## A. Registered Trademarks and Trademark Applications for Registration

Owner	Country	TM/SM	Filing Date	Reg. Date	Reg. No.	Serial No	Class
Motor Coach Industries, Inc.	Australia	MCI	2/14/78	2/14/78	315706		Cl. 12
Motor Coach Industries, Inc.	Brazil	MCI	9/14/93	5/9/95	817443010	817443010	Cl. 7
Motor Coach Industries International, Inc.	Canada	GO GREEN, GO COACH, GO MCI	05/16/08	Formalized 6/5/08		1396796	Int'l CL 12
Motor Coach Industries Limited	Canada	MCI & DESIGN	8/13/73	11/1/74	TMA202878	367,158	
Motor Coach Industries Limited	Canada	SKYVIEW	8/23/77	12/15/78	TMA231240	414730	
Motor Coach Industries Limited	Canada	SKYVIEW & DESIGN	8/23/77	1/26/79	TMA231626	414731	
Universal Coach Parts, Inc. (n/k/a MCI Service Parts, Inc.)	Canada	COACH GUARD	8/16/94	3/22/96	TMA455,910	761,678	
Universal Coach Parts, Inc. (n/k/a MCI Service Parts, Inc.)	Canada	COACH GUARD & DESIGN	8/16/94	5/3/96	TMA457005	761,675	
Motor Coach Industries, Inc.	Canada	SWIRL DESIGN	7/7/97	8/27/98	TMA499515	850,046	
Motor Coach Industries, Inc.	Canada	RENAISSANCE	7/16/97	10/5/98	TMA501781	850,044	
Motor Coach Industries International, Inc.	Canada	LOGO DESIGN	11/23/00	11/19/04	TMA626034	1083779	
Motor Coach Industries Limited	Canada	COURIER	2/20/52	2/20/52	UCA42317	214,045	
Motor Coach Industries, Inc.	China	MCI	9/12/79	11/15/81	151,947		Intl. Cl. 12
Motor Coach Industries, Inc.	Egypt	MCI	7/19/93			87608	Intl. Cl. 12
Motor Coach Industries, Inc.	El Salvador	MCI	1/15/80	5/4/82	88		Cl. 26
Motor Coach Industries, Inc.	Guatemala	MCI	5/12/80	9/4/80	39881		Cl. 12
Motor Coach Industries, Inc.	Honduras	MCI	5/28/80	1/19/81	29076		Cl. 12
Motor Coach Industries, Inc.	Israel	MCI	9/14/79	9/15/82	48652		Cl. 12
Motor Coach Industries International, Inc.	Mexico	GO GREEN, GO COACH, GO MCI	05/16/08			934504	Int'l CL 12

Owner	Country	TM/SM	Filing Date	Reg. Date	Reg. No.	Serial No	Class
Motor Coach Industries, Inc.	Mexico	MCI	7/16/91	7/16/91	415631	118168	Intl. Cl. 37
Motor Coach Industries, Inc.	Mexico	MCI	12/11/92	8/30/95	502,213	156,766	Intl. Cl. 12
Motor Coach Industries, Inc.	Mexico	MCI & DESIGN	3/31/95	9/23/96	531,382	228,686	Intl. Cl. 37
Motor Coach Industries International, Inc.	Mexico	LOGO DESIGN	12/6/00	4/25/01	695922	461,366	Intl. Cl. 37
Motor Coach Industries International, Inc.	Mexico	LOGO DESIGN	12/6/00	4/25/01	695923	461,369	Intl. Cl. 41
Motor Coach Industries International, Inc.	Mexico	LOGO DESIGN	12/6/00	5/18/01	698587	461,367	Intl. Cl. 39
Motor Coach Industries International, Inc.	Mexico	LOGO DESIGN	12/6/00	5/24/01	699263	461,363	Intl. 12
Motor Coach Industries International, Inc.	Mexico	LOGO DESIGN	12/6/00	6/20/01	702550	461,368	Intl. Cl. 40
Motor Coach Industries International, Inc.	Mexico	LOGO DESIGN	12/6/00		739477	461,365	Intl. Cl. 36
Motor Coach Industries International, Inc.	Mexico	LOGO DESIGN	12/6/00		831696	461,364	Intl. Cl. 35
Motor Coach Industries, Inc.	Panama	MCI	5/6/80	11/19/80	25334		Intl. Cl. 12
Motor Coach Industries, Inc.	Saudi Arabia	MCI	4/17/90	11/11/90	228/5		Cl. 12
Motor Coach Industries, Inc.	South Africa	MCI	9/24/79	9/24/79	B79/5093		Cl. 12
Motor Coach Industries, Inc.	Taiwan	MCI	9/9/93	3/16/94	637645	82034300	Intl. Cl. 12
Motor Coach Industries, Inc.	Uruguay	MCI	8/13/80	7/30/81	166,383	73/0245.987	Intl. Cl. 7, 12 and 22
Motor Coach Industries, Inc.	USA	MCI	7/26/76	10/4/77	1,074,499	73094646	Cl. 12
MCI Service Parts, Inc.	USA	THE PARTS PROS	5/5/89	1/23/90	1,579,673	73-797,891	Intl. Cl. 42
Motor Coach Industries, Inc.	USA	RENAISSANCE	12/23/96	12/16/97	2,121,666	75/217847	Intl. Cl. 12
Motor Coach Industries, Inc.	USA	MISCELLANEOUS (SWIRL) DESIGN	7/28/97	10/13/98	2,195,446	75/331,380	Intl. Cl. 12
Motor Coach Industries International, Inc.	USA	LOGO DESIGN	6/13/00	10/8/02	2,632,667	76068431	Intl. Cl. 12, 35, 36, 37, 39, 40, 41
Motor Coach Industries, Inc.	USA	MCI PRO SUPPORT	2/20/07	1/8/08	3,364,560	77111927	Intl. Cl. 35, 36, 37, 41 US 100, 101, 102, 103, 106, 107
Motor Coach Industries, Inc.	USA	MCI PRO SUPPORT (DESIGN PLUS	3/1/07	1/8/08	3,364,590	77119579	Intl. Cl. 35, 36, 37, 41 US



Owner	Country	TM/SM	Filing Date	Reg. Date	Reg. No.	Serial No	Class
		WORDS, LETTERS, AND/OR NUMBERS)					100, 101, 102, 103, 106, 107
Motor Coach Industries International, Inc.	USA	GO GREEN, GO COACH, GO MCI	11/16/07	7/15/08	3,466,891	77332091	Intl. Cl. 12 US 19, 21, 23, 31, 35, 44
The Greyhound Corporation	USA	CHALLENGER	11/8/62	1/28/64	763801	72158494	
The Greyhound Corporation	USA	MCI THE MARK OF RESPONSIBILITY	11/3/64	9/28/65	796660	72205403	
MCI Service Parts, Inc.	USA	BILLINGSLEY	8/8/83	2/26/85	1322652	73438248	
Motor Coach Industries, Inc.	USA	MCI	4/3/86	11/4/86	1415772	73591420	
Buslease, Inc.	USA	(Design)	6/29/92	4/26/94	1832909	74289679	
MCI Service Parts, Inc.	USA	FLXIBLE	3/11/93	6/14/94	1839332	74366998	
MCI Service Parts, Inc.	USA	COACH GUARD	6/23/94	4/23/96	1969306	74541577	
MCI Service Parts, Inc.	USA	COACH GUARD	6/5/95	3/18/97	2045412	74684360	
MCI Holdings, Inc.	USA	(Design)	6/24/98	8/17/99	2270668	75506152	
MCI Holdings, Inc.	USA	(Design)	8/18/98	6/6/00	2356154	75538283	
MCI Holdings, Inc.	USA	MCI	10/7/93	12/1/98	2207719	75977822	
Motor Coach Industries, Inc.	Venezuela	MCI	2/8/96	5/9/97	1996-001728	1728-96	Int. Cl. 12

## B. Trademark Licenses

1. Trademark License Agreement, dated August 4, 1993, by and between The Dial Corp and Motor Coach Industries International, Inc. regarding the use of the Greyhound and IRD trademarks in all countries except the U.S., Mexico and Canada.