

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of Second Lien Security Interest at Reel/Frame No. 3542/0833		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Bear Stearns Corporate Lending Inc.		04/22/2009	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
Name:	The Bank of New York Mellon		
Street Address:	600 E. Las Colinas Blvd., Suite 1300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Banking Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	2946715	CUSA	
Registration Number:	3438628	COACH AMERICA	
Registration Number:	3327239	WE MAKE THE TRIP	
<b>CORRESPONDENCE DATA</b>			
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 2946715

**900133408**

**TRADEMARK  
 REEL: 003982 FRAME: 0446**

Signature:	/Rhonda DeLeon/
Date:	05/05/2009
Total Attachments: 4 source=Coach IP Assignment and Assumption Agreement(1524676_1_NY)#page1.tif source=Coach IP Assignment and Assumption Agreement(1524676_1_NY)#page2.tif source=Coach IP Assignment and Assumption Agreement(1524676_1_NY)#page3.tif source=Coach IP Assignment and Assumption Agreement(1524676_1_NY)#page4.tif	

## ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION dated as of April 22, 2009 (this "Assignment and Assumption") is made by Bear Stearns Corporate Lending Inc. ("BSCL") and The Bank of New York Mellon ("BONY").

WHEREAS, reference is made to that certain Second Lien Guarantee and Collateral Agreement dated as of April 20, 2007 (as amended, supplemented, replaced or otherwise modified prior to the date hereof, the "Guarantee and Collateral Agreement"; unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein shall have the meanings given therein) made by each of the signatories thereto other than BSCL (collectively, the "Grantors"), in favor of BSCL, in its capacity as collateral agent (the "Collateral Agent");

WHEREAS, reference is also made to the Second Lien Intellectual Property Security Agreement dated April 20, 2007, by and among the Grantors and the Collateral Agent (the "Intellectual Property Security Agreement");

WHEREAS, pursuant to the Intellectual Property Security Agreement recorded with the U.S. Patent and Trademark Office on May 15, 2007 at Reel/Frame Nos. 354/0899, 3542/0924, 3542/0816, 3542/0833, and 3542/0882, the Grantors granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Trademarks, including all goodwill associated with such trademarks, and proceeds of any and all of the foregoing listed in Schedule A;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

BSCL hereby irrevocably, absolutely and unconditionally assigns to BONY without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Waiver, Consent, Appointment and Amendment Agreement dated as of March 26, 2009 (the "Agency Appointment Agreement") among BSCL, the Required Lenders party thereto, Coach Am Holdings Corp., Coach America Holdings, Inc., and BONY, and BONY hereby assumes from BSCL, the interest in and to BSCL's rights and obligations under the Intellectual Property Security Agreement (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption shall be the date of execution by all parties (the "Effective Date").

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

BEAR STEARNS CORPORATE LENDING INC.,  
as Assignor

By: Charles O. Freedgood  
Name: Charles O. Freedgood  
Title:

Accepted:

THE BANK OF NEW YORK MELLON  
as Assignee

By: 

Name: Melinda Valentine

Title: Vice President

NY1518911.2

**TRADEMARK**  
**REEL: 003982 FRAME: 0450**

**Schedule A**

<b>U.S. Federal Trademark Registrations</b>				
<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status</b>	<b>Owner</b>
AMERICAN COACH	75782551 August 25, 1999	2412201 December 12, 2000	Registered	American Coach Lines of Atlanta, Inc.
AMERICAN COACH LINES	75782552 August 25, 1999	2408316 November 28, 2000	Registered	American Coach Lines of Atlanta, Inc.
AMERICAN COACH 	76562990 December 3, 2003	3096059 May 23, 2006	Registered	American Coach Lines, Inc.
ARROW STAGE LINES	75060893 February 21, 1996	2071392 June 17, 1997	Registered	CUSA ASL, LLC
CUSA	78262975 June 16, 2003	2946715 May 3, 2005	Registered	CUSA, LLC
COACH AMERICA	78806302 February 3, 2006	3438628 May 27, 2008	Registered	CUSA, LLC
WE MAKE THE TRIP	78806319 February 3, 2006	3327239 October 30, 2007	Registered	CUSA, LLC
EXPRESS SHUTTLE USA 	75409140 December 22, 1997	2588719 July 2, 2002	Registered	KBUS Holdings, LLC