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
New Flyer Industries Canada ULC		04/24/2009	Unlimited Liability Company: ALBERTA

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia
Street Address:	40 King Street West, 62nd Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5W 2X6
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3358708	NEW FLYER
Serial Number:	77556703	XCELSIOR

CH $65.00 3358708

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1906601

DOMESTIC REPRESENTATIVE

Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	07/01/2009
Total Attachments: 4 source=2607470#page1.tif source=2607470#page2.tif source=2607470#page3.tif source=2607470#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this *"Agreement"*) is dated as of April 24, 2009 and is entered into by New Flyer Industries Canada ULC (the *"Canadian Borrower"*) in favour of the Agent and the Lenders (as each such term is defined below).

RECITALS:

A. The Canadian Borrower, New Flyer of America Inc. (the *"U.S. Borrower"*; and together with the Canadian Borrower, the *"Borrowers"*), Transit Holdings, Inc. ("*Transit Holdings*") and 1176846 Alberta ULC ("*Alberta ULC*"), as guarantors, the lenders from time to time party thereto, and The Bank of Nova Scotia, as administrative agent (*"BNS"*), previously entered into a credit agreement dated as of August 19, 2005 (as amended from time to time, the *"Existing Credit Agreement"*), and further entered into certain related documents, including that certain Security Agreement dated as of August 19, 2005 (as amended from time to time, the *"Security Agreement"*).

B. Concurrently herewith, the Borrowers, Transit Holdings and Alberta ULC, as guarantors, the lenders from time to time party thereto and BNS, as lead arranger, sole book runner and administrative agent (in such capacity, together with its successors and assigns in such capacity, the *"Agent"*), became parties to an amendment and restatement of the Existing Credit Agreement dated as of April 24, 2009 (such credit agreement, as it may be amended, supplemented or otherwise modified or restated from time to time, referred to herein as the *"Credit Agreement"*). The Security Agreement continues to secure Obligations under the Credit Agreement.

C. Pursuant to the Credit Agreement, the Canadian Borrower is required to execute and deliver to Agent, for its own benefit and for the benefit of the Lenders, this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Canadian Borrower, the Canadian Borrower agrees with and in favour of the Agent, for its own benefit and for the benefit of the Lenders, as follows:

1. *Definitions*. In this Agreement, capitalized terms which are not otherwise defined have the meanings given to such terms in the Credit Agreement.

2. *Grant of Lien*. As general and continuing collateral security for the due payment and performance of the Obligations (as defined in the Security Agreement), the Canadian Borrower hereby grants to the Agent (for its own benefit and for the benefit of the Lenders), a security interest in all of the Canadian Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the *"Trademark Collateral"*):

(a) all (i) trademarks, trademark registrations and trademark applications referred to on Schedule A hereto and (ii) any goodwill associated with or symbolized by any of the foregoing (collectively, the *"Trademarks"*); and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Canadian Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. *Security Agreement.* The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent (for its own benefit and for the benefit of the Lenders), pursuant to the Security Agreement. The Canadian Borrower hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Upon the fulfillment of all Obligations under the Security Agreement, the Agent shall, at the expense of the Canadian Borrower, execute, acknowledge and deliver to the Canadian Borrower an instrument in writing releasing the security interest in the Trademarks under this Agreement and the Security Agreement. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the State of New York. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the Canadian Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEW FLYER INDUSTRIES CANADA ULC

By _____
Name: GLENN ASHAM
Title: CHIEF FINANCIAL OFFICER AND TREASURER

By _____
Name: COLIN PELWARCHUK
Title: EXECUTIVE VICE-PRESIDENT, GENERAL COUNSEL AND CORPORATE SECRETARY

[Signature Page to the U.S. Trademark Security Agreement]

SCHEDULE A

TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NUMBER
NEW FLYER	3358708

TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NUMBER
EXCELSIOR	77556703