

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s): <u>General Electric Capital Corporation</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other: Citizenship (see guidelines) <u>DE</u> Execution Date(s) <u>December 23, 2010</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Name: <u>MCII Holdings, Inc.</u> Internal Address: Street Address: <u>1700 East Golf Road, Suite 300</u> City: <u>Schaumburg</u> State: <u>IL</u> Country: <u>USA</u> Zip: <u>60173</u> <input type="checkbox"/> Association Citizenship <input type="checkbox"/> General Partnership Citizenship <input type="checkbox"/> Limited Partnership Citizenship <input checked="" type="checkbox"/> Corporation Citizenship: <u>DE</u> <input type="checkbox"/> Other: Citizenship: If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Termination and Release of Security Interest in Trademarks</u>		4. Application number(s) or registration number(s) and Identification or description of the Trademark. A. Trademark Application No.(s) See Attached Exhibit 1 B. Trademark Registration No.(s) See Attached Exhibit 1 Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)			
5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Susan O'Brien</u> Internal Address: <u>UCC Direct Services</u> Street Address: <u>187 Wolf Road, Suite 101</u> City: <u>Albany</u> State: <u>NY</u> Zip: <u>12205</u> Phone Number: <u>800-342-3676</u> Fax Number: <u>800-962-7049</u> Email Address: <u>cls-udsalbany@wolterskluwer.com</u>		6. Total number of applications and registrations involved: <u>10</u> 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: a. Credit Card Last 4 Numbers <u>52683</u> Expiration Date <u>10/12</u> b. Deposit Account Number Authorized User Name:	
9. Signature: <u>Kareem Ansley</u> Signature Kareem Ansley Name of Person Signing		Date <u>December 23, 2010</u> Total number of pages including cover sheet, attachments, and document: <u>2</u>	

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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THIS IS A CONTINUATION OF THE INFORMATION IN ITEM NO. 2.

Names of additional receiving parties:

Motor Coach Industries International, Inc., a Delaware corporation
MCI Financial Services, Inc., a Delaware corporation
MCI Sales and Service, Inc., a Delaware corporation
MCI Service Parts, Inc., a Delaware corporation
MCII Financial Services II, Inc., a Delaware corporation
Motor Coach Industries, Inc., a Delaware corporation

Address of additional receiving parties:

1700 East Golf Road, Suite 300
Schaumburg, Illinois 60173

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
Motor Coach Industries, Inc.	Australia	MCI	2/14/78	2/14/78	315706	
Motor Coach Industries, Inc.	Brazil	MCI	9/14/93	5/9/95	817443010	817443010
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 Limited	Canada	COURIER	2/20/52	2/20/52	UCA42317	214,045
Motor Coach Industries International, Inc.	Canada	GO GREEN, GO COACH, GO MCI	05/16/08	Formalized 6/5/08		1396796
Motor Coach Industries International, Inc.	Canada	LOGO DESIGN	11/23/00	11/19/04	TMA626034	1083779
Motor Coach Industries Limited	Canada	MCI & DESIGN	8/13/73	11/1/74	TMA202878	367,158
Motor Coach Industries, Inc.	Canada	RENAISSANCE	7/16/97	10/5/98	TMA501781	850,044
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
Motor Coach Industries, Inc.	Canada	SWIRL DESIGN	7/7/97	8/27/98	TMA499515	850,046
Motor Coach Industries, Inc.	China	MCI	9/12/79	11/15/81	151,947	
Motor Coach Industries, Inc.	Egypt	MCI	7/19/93			87608
Motor Coach Industries, Inc.	El Salvador	MCI	1/15/80	5/4/82	88	

Owner	Country	TM/SM	Filing Date	Reg. Date	Reg. No.	Serial No
Motor Coach Industries, Inc.	Guatemala	MCI	5/12/80	9/4/80	39881	
Motor Coach Industries, Inc.	Honduras	MCI	5/28/80	1/19/81	29076	
Motor Coach Industries, Inc.	Israel	MCI	9/14/79	9/15/82	48652	
Motor Coach Industries International, Inc.	Mexico	GO GREEN, GO COACH, GO MCI	05/16/08			934504
Motor Coach Industries International, Inc.	Mexico	LOGO DESIGN	12/6/00	4/25/01	695922	461,366
Motor Coach Industries International, Inc.	Mexico	LOGO DESIGN	12/6/00	4/25/01	695923	461,369
Motor Coach Industries International, Inc.	Mexico	LOGO DESIGN	12/6/00	5/18/01	698587	461,367
Motor Coach Industries International, Inc.	Mexico	LOGO DESIGN	12/6/00	5/24/01	699263	461,363
Motor Coach Industries International, Inc.	Mexico	LOGO DESIGN	12/6/00	6/20/01	702550	461,368
Motor Coach Industries International, Inc.	Mexico	LOGO DESIGN	12/6/00		739477	461,365
Motor Coach Industries International, Inc.	Mexico	LOGO DESIGN	12/6/00		831696	461,364
Motor Coach Industries, Inc.	Mexico	MCI	7/16/91	7/16/91	415631	118168
Motor Coach Industries, Inc.	Mexico	MCI	12/11/92	8/30/95	502,213	156,766
Motor Coach Industries, Inc.	Mexico	MCI & DESIGN	3/31/95	9/23/96	531,382	228,686
Motor Coach Industries, Inc.	Panama	MCI	5/6/80	11/19/80	25334	
Motor Coach Industries, Inc.	Saudi Arabia	MCI	4/17/90	11/11/90	228/5	
Motor Coach Industries, Inc.	South Africa	MCI	9/24/79	9/24/79	B79/5093	
Motor Coach Industries, Inc.	Taiwan	MCI	9/9/93	3/16/94	637645	82034300
Motor Coach Industries, Inc.	Uruguay	MCI	8/13/80	7/30/81	166,383	73/0245.98 7
MCI Service Parts, Inc.	USA	COACH GUARD	3/27/09			77700626
MCI Service Parts, Inc.	USA	COACH GUARD & DESIGN	3/27/09			77700645

Owner	Country	TM/SM	Filing Date	Reg. Date	Reg. No.	Serial No
Motor Coach Industries International, Inc.	USA	GO GREEN, GO COACH, GO MCI	11/16/07	7/15/08	3466891	77332091
Motor Coach Industries International, Inc.	USA	LOGO DESIGN	6/13/00	10/8/02	2632667	76068431
Motor Coach Industries, Inc.	USA	MCI	7/26/76	10/4/77	1,074,499	73094646
Motor Coach Industries, Inc.	USA	MCI PRO SUPPORT	2/20/07	1/8/08	3364560	77111927
Motor Coach Industries, Inc.	USA	MCI PRO SUPPORT (DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS)	3/1/07	1/8/08	3364590	77119579
Motor Coach Industries, Inc.	USA	MISCELLANEO US (SWIRL) DESIGN	7/28/97	10/13/98	2,195,446	75/331,380
Motor Coach Industries, Inc.	USA	RENAISSANCE	12/23/96	12/16/97	2,121,666	75/217847
MCI Service Parts, Inc.	USA	THE PARTS PROS	5/5/89	1/23/90	1,579,673	73.797,891
Motor Coach Industries, Inc.	Venezuela	MCI	2/8/96	5/9/97	1996-001728	1728-96

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.

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

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of December (23), 2010 (this "Termination and Release"), from GENERAL ELECTRIC CAPITAL CORPORATION ("GE Capital"), in its capacity as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for itself and the Lenders (as defined in the First Lien Credit Agreement, dated as of April 17, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement")) to MCI HOLDINGS, INC., a Delaware corporation, MOTOR COACH INDUSTRIES INTERNATIONAL, INC., a Delaware corporation, MCI FINANCIAL SERVICES, INC., a Delaware corporation, MCI SALES AND SERVICE, INC., a Delaware corporation, MCI SERVICE PARTS, INC., a Delaware corporation, MCI FINANCIAL SERVICES II, INC., a Delaware corporation, and MOTOR COACH INDUSTRIES, INC., a Delaware corporation, (each a "Grantor" and collectively the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the US Security Agreement dated as of April 17, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified) in favor of GE Capital (the "Security Agreement") and the US Trademark Security Agreement dated as of April 17, 2009, in favor of GE Capital (the "Trademark Security Agreement"), a security interest (the "Security Interest") was granted by Grantors to GE Capital 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 3972, Frame 0624 on April 17, 2009; and

WHEREAS, GE Capital now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

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, GE Capital hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Trademark Security Agreement.
2. Release of Security Interest. GE Capital 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 GE Capital 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. GE Capital hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

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

GENERAL ELECTRIC CAPITAL CORPORATION.
as Agent

By: Jeffrey S. Kutzweil
Name: Jeffrey S. Kutzweil