

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bear Stearns Corporate Lending Inc.		02/18/2011	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	P.O. Box 2558
Internal Address:	Lien Perfection Unit
City:	Houston
State/Country:	TEXAS
Postal Code:	77252-8301
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2412201	AMERICAN COACH
Registration Number:	2408316	AMERICAN COACH LINES
Registration Number:	3096059	AMERICAN COACH
Registration Number:	2071392	ARROW STAGE LINES
Registration Number:	2946715	CUSA
Registration Number:	3438628	COACH AMERICA
Registration Number:	3327239	WE MAKE THE TRIP
Registration Number:	2588719	EXPRESS SHUTTLE USA

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-370-4761
 Email: ecallahan@nationalcorp.com

900184685

**TRADEMARK
 REEL: 004483 FRAME: 0907**

OP \$215.00 2412201

Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G St NW Suite 420
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F132074
NAME OF SUBMITTER:	Rick Harrison
Signature:	/Rick Harrison/
Date:	02/22/2011

Total Attachments: 5
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ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION dated as of February 18, 2011, (this “**Assignment and Assumption**”) is made by Bear Stearns Corporate Lending Inc. (“**BSCL**”) and JPMorgan Chase Bank, N.A. (“**JPMCB**”).

WHEREAS, reference is made to that certain First Lien Guarantee and Collateral Agreement dated as of April 20, 2007 (as amended and restated on February 18, 2011 and as further amended, supplemented or otherwise modified from time to time, 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 (in such capacity, together with its successors in such capacity, the “**Collateral Agent**”);

WHEREAS, reference is also made to the First Lien Intellectual Property Security Agreement dated April 20, 2007 (as amended, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”), by and among the Grantors and the Collateral Agent;

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. 3542/0385, 3542/0534, 3542/0741, 3542/0758 and 3542/0799, 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 JPMCB without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Amendment and Restatement Agreement dated as of February 18, 2011 (the “**Amendment and Restatement Agreement**”) among BSCL, the Lenders party thereto, Coach Am Holdings Corp., Coach America Holdings, Inc. and JPMCB, and JPMCB 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.

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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: JPMorgan Chase Bank, N.A.,
Authorized Signatory

By:



Name: Charles O. Freedgood

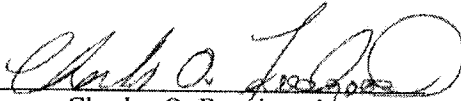
Title: Managing Director

[Signature Page – Assignment and Assumption]

TRADEMARK
REEL: 004483 FRAME: 0911

Accepted:



JPMORGAN CHASE BANK, N.A.,
as assignee

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

[Signature Page – Assignment and Assumption]

TRADEMARK
REEL: 004483 FRAME: 0912

Schedule A

U.S. Federal Trademark Registrations				
Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
AMERICAN COACH	75782551 August 25, 1999	2412201 December 12, 2000	Registered	American Coach Lines of Atlanta, Inc.
AMERICAN COACH LINES (STYLIZED)	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 (STYLIZED)	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

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