

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New Flyer Industries Canada ULC		07/26/2011	Unlimited Liability Corporation: ALBERTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Nova Scotia, as Agent		
<b>Street Address:</b>	44 King Street West		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1H1		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85342598	XCELSIOR	
<b>Serial Number:</b>	85342591	INVERO	
<b>Serial Number:</b>	85187006		
<b>Serial Number:</b>	77962103	X	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 845-3430		
<b>Email:</b>	kalwa@chapman.com		
<b>Correspondent Name:</b>	Richard Kalwa		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1963446		

**CH \$1115.00 85342598**

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	07/28/2011

Total Attachments: 4  
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is dated as of July 26, 2011 and is entered into by New Flyer Industries Canada ULC (the “*Canadian Borrower*”) in favor 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, which credit agreement was amended by a First Amending and Waiver Agreement dated as of June 25, 2007 and by a Second Amending and Waiver Agreement dated June 26, 2008, and which was further amended and restated in its entirety by an Amended and Restated Credit Agreement dated as of April 24, 2009, as amended by a First Amending Agreement dated as of June 27, 2011 (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 Canadian Borrower and the U.S. Borrower, as borrowers, Transit Holdings, Alberta ULC, NFI, NFL Holdings and TCB, as guarantors, the lenders from time to time parties thereto (the “**Lenders**”), as lenders, The Bank of Nova Scotia, as co-lead arranger and joint bookrunner (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”), and Bank of Montreal, as co-lead arranger, joint bookrunner and syndication agent, are entering into a Second Amended and Restated Credit Agreement which amends and restates the Existing Credit Agreement in its entirety (the Existing Credit Agreement as so amended and restated, and as may be further amended, supplemented or otherwise modified or restated from time to time, 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 favor 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.

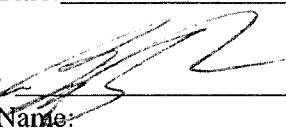
3. *Security Agreement.* The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent (for its own benefit and for the benefit of the Lenders), pursuant to the Security Agreement. The Canadian Borrower hereby acknowledges and affirms 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: \_\_\_\_\_  
Title: \_\_\_\_\_

By  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**TRADEMARK**  
**REEL: 004592 FRAME: 0414**

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

TRADEMARK	US REG. No.	US REG. DATE	US SERIAL No.	US FILING DATE
XCELSIOR	N/A	N/A	85342598	June 9, 2011
INVERO	N/A	N/A	85342591	June 9, 2011
CROSS AND CIRCLE DESIGN	N/A	N/A	85187006	November 30, 2010
SQUARE DESIGN	3869767	November 2, 2010	77962103	March 18, 2010