

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT																																	
NATURE OF CONVEYANCE:		Security Agreement																																	
CONVEYING PARTY DATA																																			
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>COACH AM HOLDINGS CORP.</td> <td></td> <td>01/05/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>COACH AMERICA HOLDINGS, INC.</td> <td></td> <td>01/05/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>AMERICAN COACH LINES, INC.</td> <td></td> <td>01/05/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>AMERICAN COACH LINES OF ATLANTA, INC.</td> <td></td> <td>01/05/2012</td> <td>CORPORATION: GEORGIA</td> </tr> <tr> <td>CUSA, LLC</td> <td></td> <td>01/05/2012</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>CUSA ES, LLC</td> <td></td> <td>01/05/2012</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>GET A BUS, LLC</td> <td></td> <td>01/05/2012</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	COACH AM HOLDINGS CORP.		01/05/2012	CORPORATION: DELAWARE	COACH AMERICA HOLDINGS, INC.		01/05/2012	CORPORATION: DELAWARE	AMERICAN COACH LINES, INC.		01/05/2012	CORPORATION: DELAWARE	AMERICAN COACH LINES OF ATLANTA, INC.		01/05/2012	CORPORATION: GEORGIA	CUSA, LLC		01/05/2012	LIMITED LIABILITY COMPANY: DELAWARE	CUSA ES, LLC		01/05/2012	LIMITED LIABILITY COMPANY: DELAWARE	GET A BUS, LLC		01/05/2012	LIMITED LIABILITY COMPANY: DELAWARE
Name	Formerly	Execution Date	Entity Type																																
COACH AM HOLDINGS CORP.		01/05/2012	CORPORATION: DELAWARE																																
COACH AMERICA HOLDINGS, INC.		01/05/2012	CORPORATION: DELAWARE																																
AMERICAN COACH LINES, INC.		01/05/2012	CORPORATION: DELAWARE																																
AMERICAN COACH LINES OF ATLANTA, INC.		01/05/2012	CORPORATION: GEORGIA																																
CUSA, LLC		01/05/2012	LIMITED LIABILITY COMPANY: DELAWARE																																
CUSA ES, LLC		01/05/2012	LIMITED LIABILITY COMPANY: DELAWARE																																
GET A BUS, LLC		01/05/2012	LIMITED LIABILITY COMPANY: DELAWARE																																
RECEIVING PARTY DATA																																			
<table border="1"> <tr> <td>Name:</td> <td>JPMorgan Chase Bank, N.A., as Collateral Agent</td> </tr> <tr> <td>Street Address:</td> <td>1111 Fannin - 10th Floor, TX2-F138</td> </tr> <tr> <td>Internal Address:</td> <td>Evelyn Dixon</td> </tr> <tr> <td>City:</td> <td>Houston</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>77002</td> </tr> <tr> <td>Entity Type:</td> <td>Bank: DISTRICT OF COLUMBIA</td> </tr> </table>				Name:	JPMorgan Chase Bank, N.A., as Collateral Agent	Street Address:	1111 Fannin - 10th Floor, TX2-F138	Internal Address:	Evelyn Dixon	City:	Houston	State/Country:	TEXAS	Postal Code:	77002	Entity Type:	Bank: DISTRICT OF COLUMBIA																		
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent																																		
Street Address:	1111 Fannin - 10th Floor, TX2-F138																																		
Internal Address:	Evelyn Dixon																																		
City:	Houston																																		
State/Country:	TEXAS																																		
Postal Code:	77002																																		
Entity Type:	Bank: DISTRICT OF COLUMBIA																																		
PROPERTY NUMBERS Total: 16																																			
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3327239</td> <td>WE MAKE THE TRIP</td> </tr> <tr> <td>Registration Number:</td> <td>3438628</td> <td>COACH AMERICA</td> </tr> <tr> <td>Registration Number:</td> <td>2946715</td> <td>CUSA</td> </tr> <tr> <td>Registration Number:</td> <td>3720266</td> <td>COACH AMERICA CREW TRANSPORT</td> </tr> <tr> <td>Registration Number:</td> <td>3936103</td> <td>COACH AMERICA CREW TRANSPORT</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3327239	WE MAKE THE TRIP	Registration Number:	3438628	COACH AMERICA	Registration Number:	2946715	CUSA	Registration Number:	3720266	COACH AMERICA CREW TRANSPORT	Registration Number:	3936103	COACH AMERICA CREW TRANSPORT														
Property Type	Number	Word Mark																																	
Registration Number:	3327239	WE MAKE THE TRIP																																	
Registration Number:	3438628	COACH AMERICA																																	
Registration Number:	2946715	CUSA																																	
Registration Number:	3720266	COACH AMERICA CREW TRANSPORT																																	
Registration Number:	3936103	COACH AMERICA CREW TRANSPORT																																	

OP \$415.00 3327239

Registration Number:	3858445	1-866-GET-A-BUS
Registration Number:	3976088	1-866-GET A BUS
Registration Number:	2408316	AMERICAN COACH LINES
Registration Number:	2412201	AMERICAN COACH
Registration Number:	3096059	AMERICAN COACH
Registration Number:	3995486	DILLON'S
Registration Number:	4027339	DILLON'S BUS SERVICE, INC.
Registration Number:	3995509	DILLON'S
Registration Number:	4027341	DILLON'S BUS SERVICE, INC.
Registration Number:	4027340	DILLON'S BUS SERVICE, INC.
Serial Number:	76709314	COACH AMERICA

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Phone: 800-494-5225
Email: tfahey@nationalcorp.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G St, NW, Suite 420
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F137411
NAME OF SUBMITTER:	Courtney J. Mitchell
Signature:	/Courtney J. Mitchell/
Date:	01/06/2012

Total Attachments: 12
source=DIP IP SA to file#page2.tif
source=DIP IP SA to file#page3.tif
source=DIP IP SA to file#page4.tif
source=DIP IP SA to file#page5.tif
source=DIP IP SA to file#page6.tif
source=DIP IP SA to file#page7.tif
source=DIP IP SA to file#page8.tif
source=DIP IP SA to file#page9.tif
source=DIP IP SA to file#page10.tif
source=DIP IP SA to file#page11.tif
source=DIP IP SA to file#page12.tif
source=DIP IP SA to file#page13.tif

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 5, 2012 (as amended, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, together with its successors in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Coach Am Holdings Corp., a Delaware corporation and a debtor and a debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code, and Coach America Holdings, Inc., a Delaware corporation and a debtor and a debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code, have entered into a Superpriority Debtor-in-Possession Credit Agreement, dated as of January 5, 2012 (as amended, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), and JPMorgan Chase Bank, N.A. as Administrative Agent and as Collateral Agent;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered the Superpriority Debtor-in-Possession Guarantee and Collateral Agreement, dated as of January 5, 2012 (as amended, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other applicable Governmental Authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

SECTION 1. Definitions. (a) Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein shall have the meanings given to them in the Guarantee and Collateral Agreement.

(b) The following terms shall have the following meanings:

“Copyrights”: (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 1), all registrations and recordings thereof, and all applications in connection

therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office and (ii) the right to obtain all renewals thereof.

“Copyright Licenses”: any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 1), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

“Patents”: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 1, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 1, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Patent License”: all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 1.

“Proceeds”: all “proceeds” as such term is defined in Section 9-102(a)(64) of the New York UCC on the date hereof.

“Supporting Obligation”: as defined in the Uniform Commercial Code in effect in the State of New York on the date hereof.

“Trademarks”: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1, and (ii) the right to obtain all renewals thereof.

“Trademark License”: any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.

SECTION 2. Grant of Security. In addition to the security interest set forth in the Interim Order (and the Final Order, when applicable), each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Intellectual Property Collateral”),

as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) all rights, priorities and privileges relating to intellectual property, whether arising under United States or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom; and

(b) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND (TO THE EXTENT APPLICABLE) THE BANKRUPTCY CODE.

SECTION 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Intellectual Property Security Agreement is in conflict with any provision of the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

COACH AM HOLDINGS CORP.,
as Holdings

By: 

Name: Brian Cejka

Title: Chief Restructuring Officer

COACH AMERICA HOLDINGS, INC.,
as Borrower

By: 

Name: Brian Cejka

Title: Chief Restructuring Officer

Signature Page to IP Security Agreement

TRADEMARK
REEL: 004695 FRAME: 0345

AMERICAN COACH LINES, INC.
AMERICAN COACH LINES OF
ATLANTA, INC.

By: 

Name: Brian Cejka

Title: Chief Restructuring Officer

CUSA, LLC
CUSA ES, LLC
GET A BUS, LLC

By: 

Name: Brian Cejka

Title: Chief Restructuring Officer

Signature Page to IP Security Agreement

TRADEMARK
REEL: 004695 FRAME: 0346

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: *Susan E Atkins*
Name: *Susan E Atkins*
Title: *Managing Director*

Signature Page to IP Security Agreement

Schedule 1

(A) Copyrights

None.

(B) Copyright Licenses

None.

(C) Patents

None.

(D) Patent Applications

None.

(E) Patent Licenses

None.

(F) Trademarks and Trademark Applications

CUSA Entities

MARK	OWNERSHIP ENTITY	GOODS/ SERVICES	APP.NO. / DATE	REG. NO. / DATE	REGISTER
WE MAKE THE TRIP	CUSA, LLC	"motor coach charter services, tour guide services, conducting sightseeing tours for others, transportation of passengers by bus, and airport shuttle services" in Class 39	78/806,319 02/03/06	3,327,239 10/30/07	U.S. Federal
COACH AMERICA	Coach America Holdings, Inc.	"motor coach charter services, tour	78/806,302 02/03/06	3,438,628 05/27/08	U.S. Federal, Supplemental Register

MARK	OWNERSHIP ENTITY	GOODS/ SERVICES	APP.NO. / DATE	REG. NO. / DATE	REGISTER
		guide services, conducting sightseeing tours for others, transportation of passengers by bus, and airport shuttle services" in Class 39			
COACH AMERICA	Coach America Holdings, Inc.	"transportation services by bus, motor coach charter services, tour guide services, conducting sightseeing tours for others, airport shuttle services" in Int. Class 039	76/709314 October 5, 2011	Pending	U.S. Federal, Principal Register
COACH AMERICA	CUSA ES, LLC	Motor coach transportation		11/22/06	State-Wisconsin
EXPRESS SHUTTLE	CUSA ES, LLC		W13000059935		State – Wisconsin
CUSA	CUSA, LLC	"motor coach charter services, tour guide services, conducting sightseeing tours for others, transportation of passengers by bus, and airport shuttle services" in Class 39	78/262,975 06/16/03	2,946,715 05/03/05	U.S. Federal
Coach America Crew Transport	Coach America Holdings, Inc.	Transportation of passengers and property by motor vehicle	77/516,655 07/08/08	3,720,266 12/01/09	U.S. Federal, Supplemental Register

MARK	OWNERSHIP ENTITY	GOODS/ SERVICES	APP.NO. / DATE	REG. NO. / DATE	REGISTER
		providing transportation consulting services, transportation logistics services, namely, arranging for others the transportation of passengers and their baggage in Class 39 (U.S. Cls. 100 and 105)			
Coach America Crew Transport (Design plus words)	Coach America Holdings, Inc.	Transportation of passengers and property by motor vehicle providing transportation consulting services, transportation logistics services, namely, arranging for others the transportation of passengers and their baggage in Class 39 (U.S. Cls. 100 and 105)	76/697,750 06/03/09	3,936,103 March 29, 2011	U.S. Federal, Principal Register
1-866-GET-A-BUS	Get A Bus, LLC	Transportation Services by Bus, Int. Class 39	76/702,659 4/26/10	3,858,445 10/5/10	U.S. Federal, Supplemental Register
1-866-GET-A-BUS (stylized)	Get A Bus, LLC	Transportation Services by Bus, Int. Class 39	76/702,660 4/26/10	3,976,088 06/07/2011	U.S. Federal, Supplemental Register

American Coach Lines Entities

<u>MARK</u>	<u>AMERICAN COACH LINES ENTITIES</u>	<u>GOODS/ SERVICES</u>	<u>APP. NO./ DATE</u>	<u>REG. NO./ DATE</u>	<u>REGISTER</u>
AMERICAN COACH LINES (STYLIZED)	American Coach Lines, Inc.	"transportation of people and goods by taxis, limousines, buses, vans and mini-vans" in class 39	75/782,552 08/25/99	2,408,316 11/28/00	U.S. Federal
AMERICAN COACH	American Coach Lines, Inc.	"transportation of people and goods by taxis, limousines, buses, vans and mini-vans" in class 39	75/782,551 08/25/99	2,412,201 12/12/00	U.S. Federal
AMERICAN COACH & Design	American Coach Lines, Inc.	"transportation of people by buses, vans and minicoaches" in class 39	76/562,990 12/03/03	3,096,059 05/23/06	U.S. Federal
AMERICAN COACH LINES	American Coach Lines, Inc. (name changed to American Coach Lines of Atlanta, Inc.)	"transportation of people and goods"		S-18036 8/16/99	State of Georgia
AMERICAN COACH	American Coach Lines, Inc. (name changed to American Coach Lines of Atlanta, Inc.)	"transportation of people and goods"		S-18037 8/16/99	State of Georgia

DILLON'S	Coach America Holdings, Inc.	Transportation services by bus, Class 39, US Class 100, 105	76/705,554 12/03/10	3,995,486 07-19-11	U.S. Federal, Principal Register
DILLON'S BUS SERVICE, INC. (stylized)	Coach America Holdings, Inc.	Transportation services by bus, Class 39, US Class 100,105	76/705,943 1/10/2011	4,027,339 09-20-11	U.S. Federal, Principal Register
DILLON'S (stylized)	Coach America Holdings, Inc.	Transportation services by bus, Class 39, US Class 100, 105	76/705,946 1/10/11	3,995,509 07-19-11	U.S. Federal, Principal Register
DILLON'S BUS SERVICE, INC.	Coach America Holdings, Inc.	Transportation services by bus, Class 39, US Class 100, 105	76/705,945 1/10/11	4,027,341 09-20-2011	U.S. Federal, Principal Register
DILLON'S BUS SERVICE, INC. (stylized)	Coach America Holdings, Inc.	Transportation services by bus, Class 39, US Class 100, 105	76/705,944 1/10/11	4,027,340 09-20-2011	U.S. Federal, Principal Register

(G) Trade Secret Licenses

None.

Additional Conveying Parties

COACH AMERICA HOLDINGS, INC., a Delaware corporation
AMERICAN COACH LINES, INC., a Delaware corporation
AMERICAN COACH LINES OF ATLANTA, INC., a Georgia Corporation
CUSA, LLC, a Delaware limited liability company
CUSA ES, LLC, a Delaware limited liability company
GET A BUS, LLC, a Delaware limited liability company