

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Bird Body Company		06/27/2014	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Société Générale		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	French banking corporation: FRANCE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1047625		
Registration Number:	1273440		
Registration Number:	3372355	BLUE BIRD	
Registration Number:	0732400	BLUE BIRD	
Registration Number:	0832107	BLUE BIRD	
Registration Number:	1292132	BLUE BIRD	
Registration Number:	3007300	BLUE BIRD	
Registration Number:	0742910	BLUE BIRD	
Serial Number:	86104268	BLUE BIRD CONNECT	
Registration Number:	4452567		
Registration Number:	2883096	BLUE BIRD VISION	
Registration Number:	1882063	BMC	
Registration Number:	2948437	BUS CARE FLEET MAINTENANCE PRODUCTS	
Registration Number:	2976579	BUS CARE FLEET MAINTENANCE PRODUCTS	
Registration Number:	1264874	MICRO-BIRD	
Registration Number:	3372258		
Registration Number:	1605432	TC/2000	
Registration Number:	0802587	WANDERLODGE	
Registration Number:	1552782	YOUR CHILDREN'S SAFETY IS OUR BUSINESS	
Registration Number:	4352707	ALL AMERICAN	
TRADEMARK			

CH \$565.00 1047625

Property Type	Number	Word Mark
Registration Number:	1278875	BLUE BIRD WANDERLODGE
Registration Number:	2785343	BUS SPEC ORIGINAL EQUIPMENT SPEC PARTS

CORRESPONDENCE DATA

Fax Number: 2125935955

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 052308-0013

NAME OF SUBMITTER: Scott Kareff (052308-0013)

SIGNATURE: /kc for sk/

DATE SIGNED: 06/27/2014

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 27, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among BLUE BIRD BODY COMPANY (the "Grantor") and SOCIÉTÉ GÉNÉRALE, as administrative agent and collateral agent (in such capacity, the "Administrative Agent").

Reference is made to Reference is made to (a) the Credit Agreement dated as of June 27, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Blue Bird Body Company (the "Borrower"), School Bus Holdings Inc. ("Holdings"), the Lenders party thereto, Société Générale, as an Issuing Bank and the Swingline Lender, and Société Générale, as Administrative Agent, and (b) the Collateral Agreement dated as of June 27, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, Holdings, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.


Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under Filing Collateral consisting of any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the "Trademark Collateral"). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

Section 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BLUE BIRD BODY COMPANY

By: 
Name: Phil Tighe
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005311 FRAME: 0163

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks in the name of Blue Bird Body Company

Country	Trademark	Reg. #	Reg. Date
United States	Bird Design	1,047,625	09/07/1976
United States	Bird Logo	1,273,440	04/10/1984
United States	BLUE BIRD	3,372,355	01/22/2008
United States	BLUE BIRD	732,400	06/05/1962
United States	BLUE BIRD	832,107	07/18/1967
United States	BLUE BIRD & BIRD Design	1,292,132	08/28/1984
United States	BLUE BIRD & BIRD Design	3,007,300	10/18/2005
United States	BLUE BIRD & BIRD Design	742,910	01/01/1963
United States	BLUE BIRD CONNECT and Design	App. # 86/104,268	App. Date: 10/29/2013
United States	BIRD Logo (with streamer)	4,452,567	12/17/2013
United States	BLUE BIRD VISION	2,883,096	09/07/2004
United States	BMC and Design	1,882,063	03/07/1995
United States	BUS CARE FLEET MAINTENANCE PRODUCTS & Design	2,948,437	05/10/2005
United States	BUS CARE FLEET MAINTENANCE PRODUCTS and Design in color	2,976,579	07/26/2005
United States	MICRO-BIRD & Design	1,264,874	01/24/1984
United States	Stylized and/ or design	3,372,258	01/22/2008
United States	TC 2000	1,605,432	07/10/1990

Country	Trademark	Reg. #	Reg. Date
United States	WANDERLODGE	802,587	01/25/1966
United States	YOUR CHILDREN'S SAFETY IS OUR BUSINESS	1,552,782	08/22/1989
United States	ALL AMERICAN	4,352,707	06/18/2013
United States	BLUE BIRD PLATE	742910	01/01/1963
United States	BLUE BIRD WANDERLODGE & Design	1278875	05/22/1984
United States	BUS SPEC ORIGINAL EQUIPMENT SPEC PARTS and Design in Color	2785343	11/25/2003