

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM318522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCI Service Parts, Inc.		09/26/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TCW Asset Management Company, as agent		
Street Address:	1251 Avenue of the Americas		
Internal Address:	Suite 4700		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4031384	THE PARTS PROS	
Registration Number:	3830168	COACH GUARD	
Registration Number:	3830169	COACH GUARD	
Serial Number:	86166195	RELIAPARTS	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>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.</i>			
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:	059182-0046		
NAME OF SUBMITTER:	Scott Kareff (059182-0046)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	09/30/2014		
Total Attachments: 6			

CH \$115.00 4031384

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 26, 2014 (this "Agreement"), made by MCI SERVICE PARTS, INC., a Delaware corporation (the "Debtor"), in favor of TCW ASSET MANAGEMENT COMPANY, as Agent (as defined below).

Reference is made to the Term Loan and Security Agreement, dated as of September 26, 2014 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), by and among the Debtor, Motor Coach Industries International, Inc., a Delaware corporation, MCI Sales and Service, Inc., a Delaware corporation, and Motor Coach Industries, Inc., a Delaware corporation, as US Borrowers (as defined therein), Motor Coach Industries Limited, a corporation incorporated under the Canada Business Corporations Act, and Frank Fair Industries Ltd., a Manitoba corporation, as Canadian Borrowers (as defined therein and together with US Borrowers, "Borrowers"), MCII Holdings, Inc., a Delaware corporation, as US Guarantor (as defined therein), and MCIL Holdings, Ltd., a corporation incorporated under the Canada Business Corporations Act, as Canadian Guarantor (as defined therein and together with US Guarantor, the "Guarantors"), the lenders from time to time party thereto (the "Lenders") and TCW Asset Management Company, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns, the "Agent").

Reference is further made to the Trademark Security Agreement, dated as of September 26, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Debtor in favor of the Agent pursuant to the Loan Agreement. Pursuant to the Security Agreement, Debtor granted to Agent a continuing security interest in all of its then existing and thereafter acquired trademarks, tradenames, trade styles and service marks and designs and all applications for registration and registrations to the foregoing, including, but not limited to, all of the foregoing described in Exhibit A to the Security Agreement.

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 Security Agreement. The rules of construction specified in Section 7(c) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Obligations, the Debtor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, and hereby confirms, reaffirms and restates the prior grant thereof to Secured Parties pursuant to the Security Agreement of a continuing security interest in, all of the following (collectively, the "Trademark Collateral"):

(a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and designs and all applications for registration and registrations to the foregoing as may at any time be filed in the PTO, the Canadian Intellectual Property Office or in any similar office or agency in the United States of America or Canada, any State or Province thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Schedule I hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles, service marks and designs, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); provided, that, no security interest shall be granted in any "intent-to-use" trademark application unless and until a statement of use or amendment to allege use is filed or any other filing is made, or circumstances otherwise change, such that the interests of Debtor in such marks is no longer on an "intent-to-use" basis, at which time such marks shall automatically and without further action by the parties be subject to the security interests and liens granted by Debtor to Agent, for itself and the benefit of the other Secured Parties, hereunder; and (ii) all prints and labels on which such trademarks, tradenames, trade styles, service and design marks appear, have appeared or will appear, and all designs and general intangibles of a like nature;

(b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

(c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks,

(d) all income, fees, royalties and other payments at any time due or payable with respect to the Trademarks, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(e) the right to sue for past, present and future infringements of the Trademarks; and

(f) all rights corresponding thereto throughout the world; and

(g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. **Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.**

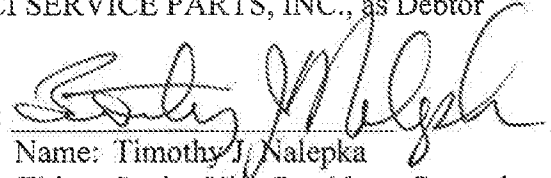
SECTION 6. **Termination.** This Agreement is made to secure the payment of the Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Obligations and any lien arising therefrom shall be automatically released to the extent provided in the Loan Agreement. Agent shall, in connection with any termination or release under the Loan Agreement, execute and deliver to the Debtor as the Debtor may request, an instrument releasing the security interest in, to or under the Trademark Collateral to the extent required under the Loan Agreement.

[Signature Pages Follow]

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

MCI SERVICE PARTS, INC., as Debtor

By:



Name: Timothy J. Nalepka

Title: Senior Vice President, General
Counsel and Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005371 FRAME: 0742

ACCEPTED AND AGREED:


TCW ASSET MANAGEMENT COMPANY,
as Agent

By: *Suzanne Grosso*
Name: *Suzanne Grosso*
Title: *Managing Director*

Schedule I
to Notice of Grant of Security Interest in Trademarks

U.S. Trademarks Owned by MCI Service Parts, Inc.

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
THE PARTS PROS THE PARTS PROS	4031384	9/27/2011
COACH GUARD COACH GUARD	3830168	8/10/2010
COACH GUARD 	3830169	8/10/2010

U.S. Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
RELIAPARTS RELIAPARTS	86166195	1/15/2014