#### 900349606 01/06/2016

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM368248

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WELLS FARGO CAPITAL FINANCE, LLC		12/18/2015	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	MOTOR COACH INDUSTRIES INTERNATIONAL, INC.	
Street Address:	200 E. Oakton Street	
City:	Des Plaines	
State/Country:	ILLINOIS	
Postal Code:	60018	
Entity Type:	CORPORATION: DELAWARE	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3466891	GO GREEN. GO COACH. GO MCI.
Registration Number:	2632667	
Serial Number:	86020685	MCI RELIABILITY DRIVEN

### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: vmann@paulweiss.com, dewilliams@paulweiss.com

**Correspondent Name:** Virginia F. Mann

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 19562-008

NAME OF SUBMITTER: Virginia F. Mann

**SIGNATURE:** /Virginia F. Mann/

**DATE SIGNED:** 01/06/2016

**Total Attachments: 4** 

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**TRADEMARK** REEL: 005704 FRAME: 0226

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of December 18, 2015 is made by WELLS FARGO CAPITAL FINANCE, LLC, in its capacity as agent (referred to herein as the "Agent"), in favor of MOTOR COACH INDUSTRIES INTERNATIONAL, INC., a Delaware corporation ("Grantor"), pursuant to that certain Loan and Security Agreement, dated as of December 23, 2010 (and as the same may be further amended or modified from time to time, the "Loan Agreement") among the Borrowers party thereto, the Agent and the other parties from time to time party thereto.

#### WITNESSETH:

WHEREAS, Grantor granted a continuing security interest in and lien upon certain trademarks and related rights to Agent, as set forth in the Trademark Security Agreement, dated as of December 23, 2010, by and between Grantor and Agent ("Existing Trademark Agreement"), and Supplemental Grant of Security Interest in Trademarks, dated as of September 26, 2014, by and between Grantor and Agent ("Supplemental Trademark Agreement", collectively with the Existing Trademark Agreement, as heretofore further amended, modified or supplemented, the "Trademark Security Agreements");

WHEREAS, an executed copy of the Existing Trademark Agreement was recorded in the United States Patent and Trademark Office on December 23, 2010 at Reel 004454, Frame 0088;

WHEREAS, an executed copy of the Supplemental Trademark Agreement was recorded in the United States Patent and Trademark Office on October 6, 2014 at Reel 005377, Frame 0923:

WHEREAS, Grantor has requested that Agent release and reassign its interest in the trademarks more fully identified in Exhibit A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby; and

WHEREAS, Agent has duly authorized the execution, delivery and performance of this Release.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Agent agrees as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement and Trademark Security Agreements, as applicable (it being understood that, unless otherwise provided, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Loan Agreement).
- 2. <u>Release of Security Interest</u>. The Agent does hereby release and reassign to Grantor its security interest in, lien upon and conditional assignment of the Collateral (as defined

in the Trademark Security Agreements), including but not limited to the trademarks more fully identified in Exhibit A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby, without recourse or representation or warranty, express or implied, of any kind.

- 3. <u>Termination of Power of Attorney</u>. The Agent does hereby agree that any power of attorney or similar rights granted by Grantor to Agent pursuant to or in connection with the Trademark Security Agreements is terminated.
- 4. <u>Purpose</u>. The Agent does hereby authorize and request that the United States Patent and Trademark Office note and record the existence of the release hereby given.

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IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer as of the date first written above.

WELLS FARGO CAPITAL FINANCE, LLC,

as Agent

By:

Name: Vicky Geist

Title: Vice President

**REEL: 005704 FRAME: 0230** 

# SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

## **Trademarks and Trademark Applications**

## U.S. Trademark Registrations

Trademark	Registration Number	Registration Date
GO GREEN. GO COACH. GO MCI	3,466,891	7/15/2008
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MISCELLANEOUS DESIGN	2,632,667	10/8/2002

## U.S. Trademark Applications

Trademark	Serial Number	Filing Date
MCI RELIABILITY DRIVEN	86,020,685	7/26/2013
Reliability Driven		

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RECORDED: 01/06/2016