

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376715

| | | | |
|-----------------------------------|-----------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| New Flyer Industries Canada ULC | | 03/10/2016 | Unlimited Liability Company: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | The Bank of Nova Scotia, as Agent | | |
| Street Address: | 40 King Street West, 55th Floor | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5H 1H1 | | |
| Entity Type: | Bank: CANADA | | |
| PROPERTY NUMBERS Total: 19 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4104111 | | |
| Registration Number: | 4401119 | MIDI | |
| Registration Number: | 4655811 | NEW FLYER CONNECT | |
| Registration Number: | 3358708 | NEW FLYER | |
| Registration Number: | 3124884 | KINETIK NEW FLYER | |
| Registration Number: | 3326023 | | |
| Registration Number: | 2177405 | NEW FLYER | |
| Registration Number: | 2177404 | NEW FLYER | |
| Registration Number: | 2177401 | NEW FLYER | |
| Registration Number: | 1572970 | NEW FLYER | |
| Registration Number: | 3869767 | X | |
| Registration Number: | 2059301 | | |
| Registration Number: | 3803906 | XCELSIOR | |
| Registration Number: | 4422336 | INVERO | |
| Registration Number: | 4899668 | XTENDED LIFE | |
| Registration Number: | 1577351 | NEW FLYER | |
| Serial Number: | 86715142 | BUILT TO RELY ON. | |
| Serial Number: | 86715386 | BUILT TO RELY ON. | |
| Serial Number: | 86832001 | NEW FLYER | |
| TRADEMARK | | | |

OP \$490.00 4104111

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: michael.barys@thomsonreuters.com

Correspondent Name: Andrea Gniadek

Address Line 1: 111 West Monroe

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

| | |
|---------------------------|----------------|
| NAME OF SUBMITTER: | Andrea Gniadek |
|---------------------------|----------------|

| | |
|-------------------|-----------------|
| SIGNATURE: | /Michael Barys/ |
|-------------------|-----------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 03/15/2016 |
|---------------------|------------|

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

New Flyer Industries Canada ULC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Unlimited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 3/10/16

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Bank of Nova Scotia, as Agent

Street Address: 40 King Street West, 55th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1H1

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A attached hereto and made a part hererof.

See Schedule A attached hereto and made a part hererof.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Andrea Gniadek

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: 4182771

Email Address: serdiuk@chapman.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Andrea Gniadek for Chapman and Cutler LLP.

3-11-16

Signature

Date

Andrea Gniadek, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is dated as of March 10, 2016 and is entered into by New Flyer Industries Canada ULC (the "*Pledgor*") in favor of the Agent and the Lenders (as each such term is defined below).

RECITALS:

A. New Flyer Industries Inc., as Term Loan Borrower, New Flyer Industries Canada ULC, Motor Coach Industries Limited and Frank Fair Industries Ltd., as Canadian Revolving Loan Borrowers, New Flyer of America Inc., NABI Parts, LLC, Motor Coach Industries International, Inc., Motor Coach Industries, Inc., Motor Coach Sales and Service, Inc. and MCI Service Parts, Inc., as U.S. Revolving Loan Borrowers, the guarantors from time to time parties thereto, as Guarantors, the lenders from time to time parties thereto, as Lenders, and The Bank of Nova Scotia, as Administrative Agent (in such capacity, together with its successors and assigns in such capacity, the "*Agent*") are parties to a fifth amended and restated credit agreement dated as of December 18, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, referred to as the "*Credit Agreement*").

B. To secure the payment and performance of the Obligations (as defined in the Security Agreement), the Pledgor and certain affiliates have granted to the Agent, for its own benefit and for the benefit of the Lenders, Liens over the Collateral in accordance with the terms of the Amended and Restated Security Agreement (U.S.), dated as of June 21, 2013, as amended and reaffirmed pursuant to that certain Amendment and Reaffirmation of Amended and Restated Security Agreement (U.S.), dated as of December 18, 2015 (as the same may be amended, restated or modified from time to time, the "*Security Agreement*") in favor of the Agent. The Security Agreement continues to secure Obligations under the Credit Agreement and related Security Documents.

C. Pursuant to the Credit Agreement, the Pledgor 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 Pledgor, the Pledgor 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 Pledgor hereby grants to the Agent (for its own benefit and for the benefit of the Lenders), a security interest in all of the Pledgor'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"), except that as to any application based on intention to use a Trademark, this Agreement shall, if and for so long as such application remains pending without acceptance of an allegation of use, operate only to create a security interest for collateral purposes in such application and shall not operate as an assignment, sale, transfer, or conveyance of such application; and

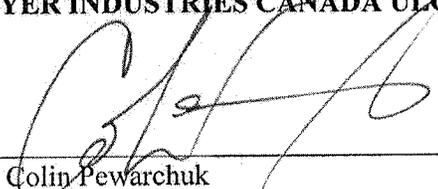
(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

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 Pledgor 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 Pledgor, execute, acknowledge and deliver to the Pledgor 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 Pledgor 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: Colin Pewarchuk

Title: Executive Vice President,
General Counsel and Corporate
Secretary

By 

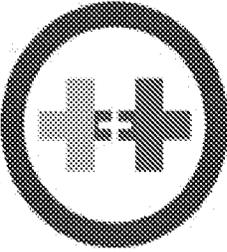
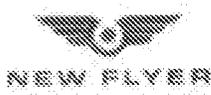
Name: Glenn Asham

Title: Chief Financial Officer,
Executive Vice President,
Finance and Assistant Treasurer

[Signature Page to the U.S. Trademark Security Agreement - New Flyer Industries Canada ULC]

SCHEDULE A

TRADEMARK REGISTRATIONS

| Title | Country | Registration No. | Status | Registration Date |
|---|---------|------------------|------------|-------------------|
| HYBRID DRIVE BUS – design mark  | US | 4,104,111 | Registered | 28 Feb. 2012 |
| MiDi (standard character mark) | US | 4,401,119 | Registered | 10 Sept. 2013 |
| NEW FLYER CONNECT - (standard character mark) | US | 4,655,811 | Registered | 16 Dec. 2014 |
| NEW FLYER & design  | US | 3,358,708 | Registered | 25 Dec. 2007 |
| KINETIK & design  | US | 3,124,884 | Registered | 1 Aug. 2006 |
| ARC logo  | US | 3,326,023 | Registered | 30 Oct. 2007 |

| | | | | |
|---|----|-----------|------------|--------------|
| NEW FLYER & design | US | 2,177,405 | Registered | 28 Jul. 1998 |
|  | US | 2,177,404 | Registered | 28 Jul. 1998 |
| | US | 2,177,401 | Registered | 28 Jul. 1998 |
| NEW FLYER & design | US | 1,572,970 | Registered | 26 Dec 1989 |
|  | | | | |
| X logo | US | 3,869,767 | Registered | 2 Nov. 2010 |
|  | | | | |
| WINGS logo | US | 2,059,301 | Registered | 6 May 1997 |
|  | | | | |
| XCELSIOR (standard character mark) | US | 3,803,906 | Registered | 15 June 2010 |
| INVERO (standard character mark) | US | 4,422,336 | Registered | 22 Oct. 2013 |
| XTENDED LIFE (standard character mark) | US | 4,899,668 | Registered | 9 Feb. 2016 |
| NEW FLYER (standard character mark) | US | 1,577,351 | Registered | 16 Jan. 1990 |

TRADEMARK APPLICATIONS

| Mark | Country | Serial No. | Status | Filing Date |
|---|---------|------------|---------|--------------|
| BUILT TO RELY ON. <i>(standard character mark)</i> | US | 86/715,142 | Pending | 5 Aug. 2015 |
| BUILT TO RELY ON. <i>(stylized mark)</i>  | US | 86/715,386 | Pending | 5 Aug. 2015 |
| NEW FLYER +wings  | US | 86/832,001 | Pending | 25 Nov. 2015 |