

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coach America Holdings, Inc		07/20/2012	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Coach USA		
Street Address:	160 South Route 17 North		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3327239	WE MAKE THE TRIP	
Registration Number:	2408316	AMERICAN COACH LINES	
Registration Number:	3995509	DILLON'S	
Registration Number:	4027341	DILLON'S BUS SERVICE, INC.	
Registration Number:	4027340	DILLON'S BUS SERVICE, INC.	
Registration Number:	4027339	DILLON'S BUS SERVICE, INC.	
Registration Number:	3995486	DILLON'S	
Registration Number:	3096059	AMERICAN COACH	
Registration Number:	2412201	AMERICAN COACH	
CORRESPONDENCE DATA			
Fax Number:	5124745201		
<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:	5124745201		
Email:	aoipdocket@nortonrosefulbright.com		
Correspondent Name:	Alicia Morris Groos		
Address Line 1:	98 San Jacinto Boulevard, Suite 1100		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Christopher M. Weimer		

OP \$240.00 3327239

SIGNATURE:	/Christopher M. Weimer/
DATE SIGNED:	06/21/2016
Total Attachments: 8 source=COACH USA Assignment#page1.tif source=COACH USA Assignment#page2.tif source=COACH USA Assignment#page3.tif source=COACH USA Assignment#page4.tif source=COACH USA Assignment#page5.tif source=COACH USA Assignment#page6.tif source=COACH USA Assignment#page7.tif source=COACH USA Assignment#page8.tif	

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (this "Assignment") is dated as of July 20, 2012 (the "Effective Date") by Coach America Holdings, Inc., a Delaware corporation, and the other entities identified as "Assignors" on the signature pages hereof (collectively, the "Assignors"), on the one hand, and Coach USA, Inc., a Delaware corporation, (the "Assignee"), on the other hand. As used in this Assignment, "Party" or "Parties" means, individually or collectively, the Assignors and the Assignee.

WHEREAS, the Assignors and the Assignee have entered into that certain Asset Purchase Agreement, dated as of May 17, 2012, as amended (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignors have agreed to transfer, contribute and assign to the Assignee all of the Assignors' right, title and interest in and to the Assignors' registered marks set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"), including any rights the Assignors may have as licensees of any of the Marks.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as contemplated by the Purchase Agreement, the Parties hereby agree as follows:

1. Each Assignor hereby irrevocably transfers, conveys, and assigns to the Assignee: (i) all of the Assignors' right, title, and interest in and to the Marks, including any rights Assignor may have as licensees of any of the Marks, and together with the goodwill of the business associated therewith, including, without limitation, all rights that may now be vested in or controlled by the Assignor or any affiliate of the Assignor, together with all national, foreign and state registrations, applications for registration and renewals and extensions thereof and all common law rights; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions and the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives. Each Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein. Notwithstanding the foregoing and the Purchase Agreement, Assignee does not assume any obligations or liabilities of any Assignor which arose or may hereafter arise as a result of the use of the Marks prior to the date of assignment hereunder.

2. Each Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name

name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by the Assignors.

3. The Assignors authorize and request the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owners of any and all of the Assignors' rights in the Marks.

4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

5. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective executors, heirs, personal representatives, successors and assigns any rights or remedies hereunder.


6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflicts of laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of a jurisdiction other than the State of Delaware.

[Signature page follows.]


IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed and delivered by the Parties as of the effective date first above written.

ASSIGNORS:


COACH AMERICA HOLDINGS, INC.

By: 
Name: Brian Cejka
Title: Chief Restructuring Officer

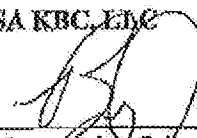
CUSA LL, INC. F/K/A LAKEFRONT LINES, INC.

By: 
Name: Brian Cejka
Title: Chief Restructuring Officer

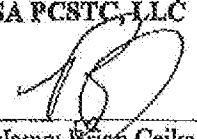
CUSA ATLANTA, INC. F/K/A AMERICAN COACH LINES OF ATLANTA, INC.

By: 
Name: Brian Cejka
Title: Chief Restructuring Officer

CUSA KBC, LLC

By: 
Name: Brian Cejka
Title: Chief Restructuring Officer

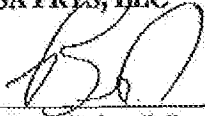
CUSA PCSTC, LLC

By: 
Name: Brian Cejka
Title: Chief Restructuring Officer

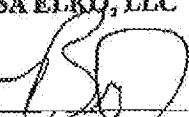
[Signature page to Trademark Assignment]

Doc. # NY-39703 v.2


CUSA PRTS, DLC

By: 
Name: Brian Cejka
Title: Chief Restructuring Officer


CUSA ELKO, LLC

By: 
Name: Brian Cejka
Title: Chief Restructuring Officer


**CUSA DILLON'S, INC. F/K/A DILLON'S
BUS SERVICE, INC.**

By: 
Name: Brian Cejka
Title: Chief Restructuring Officer

CUSA RAZ, LLC

By: 
Name: Brian Cejka
Title: Chief Restructuring Officer

CUSA AWC, LLC

By: 
Name: Brian Cejka
Title: Chief Restructuring Officer

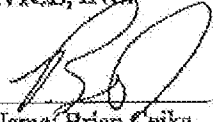
CUSA AT, LLC

By: 
Name: Brian Cejka
Title: Chief Restructuring Officer

{Signature page to Trademark Assignment}

Doc. # NY-38708 v.2

**HOPKINS AIRPORT LIMOUSINE
SERVICE, INC.**

By: 
Name: Brian Cejka
Title: Chief Restructuring Officer

ASSIGNEE:

COACH USA, INC.

By: _____
Name:
Title:

ASSIGNEE:

COACH USA, INC.

By: _____



Name: ROSS KINNEAR

Title: CFO

[Signature page to Trademark Assignment]

Doc. # NY-39708 v.2

TRADEMARK
REEL: 005817 FRAME: 0624

SCHEDULE A

MARK	OWNERSHIP ENTITY	GOODS/SERVICES	APP. NO./DATE	REG. NO./DATE	REGISTER
WE MAKE THE TRIP	Coach America Holdings, Inc.	"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
AMERICAN COACH LINES (STYLIZED)	Coach America Holdings, 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	Coach America Holdings, 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	Coach America Holdings, 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
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 01/10/2011	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 01/10/11	3,995,509 07/19/11	U.S. Federal, Principal Register
DILLON'S BUS SERVICE, INC.	Coach America Holdings, Inc.		76/705,945 01/10/11	4,027,341 09/20/11	
DILLON'S BUS SERVICE, INC. (stylized)	Coach America Holdings, Inc.		76/705,944 01/10/11	4,027,340 09/20/00	