

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408694

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOCIÉTÉ GÉNÉRALE		12/12/2016	French Banking Corporation: FRANCE

## RECEIVING PARTY DATA

<b>Name:</b>	BLUE BIRD BODY COMPANY
<b>Street Address:</b>	402 Blue Bird Blvd.
<b>City:</b>	Fort Valley
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	31030
<b>Entity Type:</b>	Corporation: GEORGIA

## 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
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

CH \$565.00 1047625

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1552782	YOUR CHILDREN'S SAFETY IS OUR BUSINESS
Registration Number:	4352707	ALL AMERICAN
Registration Number:	1278875	BLUE BIRD WANDERLODGE
Registration Number:	2785343	BUS SPEC ORIGINAL EQUIPMENT SPEC PARTS
Serial Number:	86104268	BLUE BIRD CONNECT

**CORRESPONDENCE DATA**

Fax Number: 2165790212

*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: 216-586-3939

Email: pcyngier@jonesday.com

Correspondent Name: Matthew J. Gherlein

Address Line 1: 901 Lakeside Avenue

Address Line 2: JONES DAY

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	958279-600028
NAME OF SUBMITTER:	Matthew J. Gherlein
SIGNATURE:	/Matthew J. Gherlein/
DATE SIGNED:	12/13/2016

**Total Attachments: 6**

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TERMINATION AND RELEASE OF  
TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Termination and Release"), dated as of December 12, 2016, from SOCIÉTÉ GÉNÉRALE, as administrative and collateral agent (in such capacity, together with its successors in such capacity, the "Agent") for the several banks and other financial institutions or entities that are parties to the Credit Agreement (as hereinafter defined), is entered into in favor of BLUE BIRD BODY COMPANY (the "Borrower" and the "Grantor"). Capitalized terms used herein without definition are used as defined in (i) the Credit Agreement, dated as of June 27, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified to the date hereof, the "Credit Agreement"), by and among the Borrower, Blue Bird Corporation, as Parent, certain other Affiliates, the Lenders from time to time party thereto and the Agent and (ii) the Collateral Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Collateral Agreement, dated as of June 27, 2014 (the "Collateral Agreement"), among the Borrower, the other grantors from time to time party thereto and the Agent, a security interest was granted by the Grantor to the Agent in certain Trademarks;

WHEREAS, pursuant to the Credit Agreement, that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of June 27, 2014, made by the Grantor in favor of the Agent, was recorded at the United States Patent and Trademark Office on Reel 5311; Frame 0160, pursuant to which a security interest was granted by the Grantor to the Agent in all of such Grantor's right, title and interest in, to and under Filing Collateral consisting of any Trademarks then owned or at any time thereafter acquired by the Grantor, including those registered or applied, for Trademarks listed on the attached Schedule I; provided that no security interest was 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");

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest under the Trademark Security Agreement, the Collateral Agreement and the Credit Agreement, including without limitation, with respect to the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Collateral Agreement and by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest: The Agent hereby irrevocably and unconditionally terminates, releases and discharges its security interest under the Trademark Security Agreement, the Collateral Agreement and the Credit Agreement, including without

limitation, with respect to the Trademarks and the Trademark Collateral, and any right, title or interest of the Agent in such Trademarks and Trademark Collateral shall hereby cease and become void.

2. Further Assurances: At the request and sole expense of the Grantor, the Agent shall execute and deliver to each Grantor such documents as such Grantor shall reasonably request to evidence the release of Agent's security interest in the Trademarks and Trademark Collateral.

3. Defined Terms: All capitalized terms used in this Termination and Release but not defined herein shall have the meanings ascribed to them in the Trademark Security Agreement.

4. Governing Law: This Termination and Release shall be governed by, and construed in accordance with, the laws of the United States, with respect to trademark issues and in all other respects including as to validity (except trademark validity), interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

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IN WITNESS WHEREOF, each of the undersigned has caused this Termination and Release to be duly executed and delivered as of the date first above written.

SOCIÉTÉ GÉNÉRALE, as Administrative Agent  
and Collateral Agent

By:   
Name: Carol Radice  
Title: Director

[Signature Page to Termination and Release of Trademark Security Agreement]

SCHEDULE I

See attached.

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademarks in the name of Blue Bird Body Company

<b>Country</b>	<b>Trademark</b>	<b>Reg. #</b>	<b>Reg. Date</b>
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