

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431193

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROVER COMMUNITY TRANSPORTATION, INC.		06/14/2017	Corporation: PENNSYLVANIA
George Krapf, Jr. and Sons, Inc.		06/14/2017	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank of Pennsylvania		
<b>Street Address:</b>	3025 Chemical Road, Suite 300		
<b>City:</b>	Plymouth Meeting		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19462		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5090521		
<b>Registration Number:</b>	5104050	KRAPF SCHOOL BUS SAFETY QUALITY EXPERIEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127143079		
<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>			
<b>Phone:</b>	2127143079		
<b>Email:</b>	trademarks@whiteandwilliams.com		
<b>Correspondent Name:</b>	Randy Friedberg		
<b>Address Line 1:</b>	White and Williams LLP, 7 Times Square,		
<b>Address Line 2:</b>	Suite 2900		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Randy Friedberg		
<b>SIGNATURE:</b>	/randyfriedberg/		
<b>DATE SIGNED:</b>	06/14/2017		
<b>Total Attachments: 16</b>			
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**AMENDED AND RESTATED PATENTS, TRADEMARKS,  
COPYRIGHTS AND LICENSES SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT** (this “**Agreement**”) is made effective as of June 14, 2017 by and among **GEORGE KRAPP, JR. AND SONS, INC., MOUNTAIN VALLEY TRANSPORTATION, INC., STAFURSKY TRANSPORTATION, INC., RED LION BUS, INC., KRAPP’S COACHES, INC., ROVER COMMUNITY TRANSPORTATION, INC., ADVANCED STUDENT TRANSPORTATION, INC., SPRINGTON ASSET MANAGEMENT, INC., GK JR. ASSOCIATES, INC., KRAPP’S TRANSIT, INC., BGB-NY, INC., BIRNIE BUS SERVICE INC., BIRNIE TRANSPORTATION SERVICES INC., ARTHUR F. MULLIGAN INC., BIRNIE BUS TOURS, INC., RELIABLE BUS PARTS INC.** and **BGB MANAGEMENT COMPANY, INC.** (each an “**Assignor**” and collectively, the “**Assignors**”) and **CITIZENS BANK OF PENNSYLVANIA**, as administrative and collateral agent for the benefit of Lenders, as defined below (“**Assignee**”).

**BACKGROUND**

A. Pursuant to that certain Amended and Restated Loan and Security Agreement dated of even date herewith by and among Assignee, the lender parties named therein (“**Lenders**”) and Assignors (such Amended and Restated Loan and Security Agreement, as may be further amended, modified or restated from time to time being referred to herein as the “**Loan Agreement**”), Assignee and Lenders agreed to extend certain credit facilities to Assignors subject to the terms and conditions thereof.

B. The Loan Agreement provides, *inter alia*, that each Assignor will grant to Assignee, for the benefit of Lenders, a security interest in all of each Assignor’s assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

**NOW THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto and Assignors and Assignee hereby agree that if the terms of this Agreement and the Loan Agreement are in conflict, the Loan Agreement shall control. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. All obligations of Assignors to Assignee and Lenders, whether now or hereafter owing or existing, hereunder, under the Loan Agreement, the Notes and any other Loan Documents, and the payment, performance and discharge thereof are sometimes hereinafter referred to collectively as the “**Bank Indebtedness**”.

2. **Security Interests.**

2.1 **Security Interest.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, each Assignor hereby assigns, mortgages and pledges to Assignee and grants to Assignee a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **Section 2.2**, below, the "**Collateral**"):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit A**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by such Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit C** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(c) license agreements with any other party, whether such Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit D** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by such Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

2.2 **Security Interest.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, each Assignor hereby mortgages and pledges to Assignee and grants to Assignee, to the extent of such Bank Indebtedness, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **Section 2.1**, above, the "**Collateral**"):

(a) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on **Exhibit B**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. **Restrictions on Future Agreements.** Each Assignor agrees that until all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, no Assignor will, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is prohibited by such Assignor's obligations under this Agreement or the Loan Agreement and each Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to their control, including licensees, or fail to take any action, that is material to the operation of the business of Assignor, which is prohibited by this Agreement.

4. **New Patents, Trademarks, and Licenses.** Each Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits A, B, C and D**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by such Assignor. If, before all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, any Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Article 2** above shall automatically apply thereto and such Assignor shall give to Assignee prompt written notice thereof. Each Assignor hereby authorizes Assignee to modify this Agreement by amending **Exhibit A, B, C and/or D**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Article 2** above or under this **Section 4**. Each Assignor hereby agrees to provide to Assignee such assignment or other documentation as Assignee may request to record Assignee's lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Royalties; Term.** Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Assignee to any Assignor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Bank Indebtedness has been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Inspect.** Assignee shall have the right, at reasonable times and with reasonable frequency during business hours, to inspect any Assignor's premises and to examine such Assignor's books, records and operations, including, without limitation, such Assignor's quality control processes. Each Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional reasonable product quality controls, as set forth by customary industry standards, to assure maintenance of the quality of products sold by such Assignor under the Trademarks. Each Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of such Assignor certifying such Assignor's compliance with the foregoing.

7. **Termination.** This Agreement is made for collateral purposes only. Upon payment in full of all Bank Indebtedness and termination of the Loan Agreement, Assignee shall execute and deliver to Assignors a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignors full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignors.** Each Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter, that is material to the operation of the business of Assignor, until all Bank Indebtedness shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate and material to the operation of the business of Assignor, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights, that is material to the operation of the business of Assignor. Any expenses incurred in connection with such applications shall be borne by Assignors. No Assignor shall abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright, that is material to the operation of the business of Assignor, without the consent of the Assignee, which consent shall not be unreasonably withheld.

9. **Event of Default.** Upon the occurrence of an Event of Default, as defined in the Loan Agreement, if such Event of Default has not been cured or waived by Assignee within thirty (30) days, Assignee may, without further notice to or consent of any Assignor,

immediately record all assignments previously executed and delivered to Assignee by Assignors and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignors of all rights, title and interest of each Assignor in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Each Assignor hereby authorizes and agrees that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in such Assignor's name any and all such assignments and agreements and to take any and all other actions in such Assignor's name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of such Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue.** Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignors shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between any Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as such Assignor's true and lawful attorney-in-fact, with power to (i) endorse such Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) following the occurrence of an Event of Default, if such Event of Default has not been cured or waived by Assignee within any applicable cure or grace period set forth in the Loan Agreement, with ten (10) days prior notice to Assignors (provided, however, the failure to provide such prior notice

shall have no effect on Assignee's rights and remedies hereunder), take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) following the occurrence of an Event of Default, if such Event of Default has not been cured or waived by Assignee within any applicable cure or grace period set forth in the Loan Agreement, with ten (10) days prior notice to Assignors (provided, however, the failure to provide such prior notice shall have no effect on Assignee's rights and remedies hereunder), grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) following the occurrence of an Event of Default, if such Event of Default has not been cured or waived by Assignee within any applicable cure or grace period set forth in the Loan Agreement, with ten (10) days prior notice to Assignors (provided, however, the failure to provide such prior notice shall have no effect on Assignee's rights and remedies hereunder), assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Bank Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Each Assignor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

15. **Binding Effect; Benefits**. This Agreement shall be binding upon the Assignors and their successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

17. **No Novation**. This Agreement amends and restates the obligations of Assignors under that certain Patents, Trademarks, Copyrights and Licenses Security Agreement dated February 26, 2016 by and among certain Assignors and Citizens Bank of Pennsylvania (the "**Prior Agreement**"). Nothing contained herein shall be deemed to constitute a novation or satisfaction of the Prior Agreement but the terms and conditions of this Agreement shall supersede the terms and conditions of the Prior Agreement.

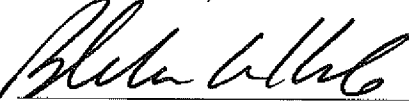
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective the day and year first above written.

**ASSIGNORS:**

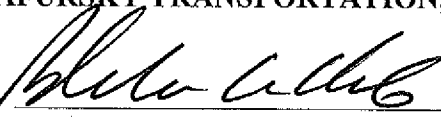
**GEORGE KRAPF, JR. AND SONS, INC.**

By:   
Blake A. Krapf, President

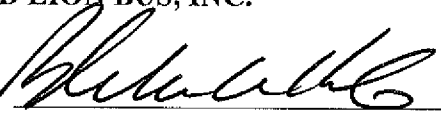
**MOUNTAIN VALLEY TRANSPORTATION,  
INC.**

By:   
Blake A. Krapf, President

**STAFURSKY TRANSPORTATION, INC.**

By:   
Blake A. Krapf, President

**RED LION BUS, INC.**

By:   
Blake A. Krapf, President

**KRAPF'S COACHES, INC.**

By:   
Gary D. Krapf, President

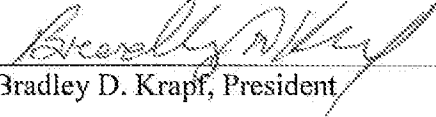
**ROVER COMMUNITY TRANSPORTATION,  
INC.**

By:   
Gary D. Krapf, President

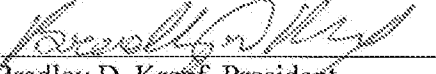
**ADVANCED STUDENT TRANSPORTATION,  
INC.**

By:   
Bradley D. Krapf, President

**SPRINGTON ASSET MANAGEMENT, INC.**

By:   
Bradley D. Krapf, President

**GK JR. ASSOCIATES, INC.**

By:   
Bradley D. Krapf, President

**KRAPF'S TRANSIT, INC.**

By:   
Gary D. Krapf, President

**BGB-NY, INC.**

By:   
Blake A. Krapf, President

**BIRNIE BUS SERVICE INC.**

By:   
Blake A. Krapf, President

**BIRNIE TRANSPORTATION SERVICES  
INC.**

By:   
Blake A. Krapf, President

**ARTHUR F. MULLIGAN INC.**

By:   
Blake A. Krapf, President

**BIRNIE BUS TOURS, INC.**

By:   
Blake A. Krapf, President

**RELIABLE BUS PARTS INC.**

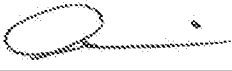
By:   
Blake R. Krapf, President

**BGB MANAGEMENT COMPANY, INC.**

By:   
Blake A. Krapf, President

ASSIGNEE:

CITIZENS BANK OF PENNSYLVANIA, as  
Agent

By:   
Andrew J. McNiven, Senior Vice President

**EXHIBIT A**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**

**Patents**

None

**EXHIBIT B**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**

**Trademarks**

1. **Rover Community Transportation, Inc.** (Pennsylvania Corporation)  
1030 Andrew Drive, West Chester, PA 19380  
Reg. No. 5,090,521  
Registered Nov. 29, 2016  
Int. Cl.: 39
  
2. **KRAPF School Bus**  
**George Krapf Jr. and Sons, Inc.** (Pennsylvania Corporation)  
1030 Andrew Drive, West Chester, PA 19380  
Reg. No. 5,104,050  
Registered Dec. 20, 2016  
Int. Cl.:39

**Reg. No. 5,090,521**

**Registered Nov. 29, 2016**

**Int. Cl.: 39**

**Service Mark**

**Principal Register**

Rover Community Transportation, Inc. (PENNSYLVANIA CORPORATION)  
1030 Andrew Drive  
West Chester, PA 19380

CLASS 39: providing paratransit services by bus

FIRST USE 5-15-2005; IN COMMERCE 5-15-2005

The color(s) Blue and white and yellow is/are claimed as a feature of the mark.

The mark consists of a white dog in a blue circle having blue eyes and nose and a yellow circle around one eye and a yellow spot on the body, the rear legs extending outside of the circle and outlined in blue.

SER. NO. 87-003,993, FILED 04-18-2016  
JOHN SALVADOR MIRANDA, EXAMINING ATTORNEY

*Michelle K. Lee*

Director of the United States  
Patent and Trademark Office

# United States of America

United States Patent and Trademark Office



**Reg. No. 5,104,050**

George Krapp Jr. and Sons, Inc. (PENNSYLVANIA CORPORATION)  
1030 Andrew Drive  
West Chester, PA 19380

**Registered Dec. 20, 2016**

**Int. Cl.: 39**

CLASS 39: Providing transportation services by bus; transporting passengers by bus, namely, contracted school bus services

**Service Mark**

FIRST USE 9-1-2011; IN COMMERCE 9-1-2011

**Principal Register**

The mark consists of the text "KRAPP" positioned between two parentheses with the text "SAFETY QUALITY EXPERIENCE" at the top of the mark and "SCHOOL BUS" and "SINCE 1942" positioned at the bottom of the mark.

No claim is made to the exclusive right to use the following apart from the mark as shown: "SCHOOL BUS" AND "SINCE 1942"

SER. NO. 87-008,118, FILED 04-20-2016  
MELISSA S WINTER, EXAMINING ATTORNEY



*Michelle K. Lee*

Director of the United States  
Patent and Trademark Office



**EXHIBIT C**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**  
**Copyrights**

None

**EXHIBIT D**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**

**Licenses**

None

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