

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439418

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S&S/Superior Coach Company, Inc.		07/28/2017	Corporation: OHIO

RECEIVING PARTY DATA

Name:	NewStar Financial, Inc. as Agent
Street Address:	500 Boylston Street, Suite 1250
Internal Address:	Attn: William P. Walsh
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4210051	DABRYAN
Registration Number:	4260442	
Registration Number:	3997276	PREMIER
Registration Number:	3530778	SC
Registration Number:	2624704	E
Registration Number:	2603571	ACCUBUILT
Registration Number:	2615149	EUREKA
Registration Number:	2564320	ACCUBUILT
Registration Number:	2559888	ACCUBUILT
Registration Number:	2023976	S & S COACH COMPANY
Registration Number:	2023975	S&S MASTERPIECE
Registration Number:	2025571	CROWN SOVEREIGN
Registration Number:	2023817	S&S
Registration Number:	2131835	STATESMAN
Registration Number:	2154477	SUPERIOR
Registration Number:	2110322	SUPERIOR COACHES
Registration Number:	1751171	
Registration Number:	1725404	SAYERS & SCOVILL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1723585	SOVEREIGN
Registration Number:	1721735	S & S
Registration Number:	1344241	MILLER-METEOR

CORRESPONDENCE DATA

Fax Number: 6172484000

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: tmadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel l. scales/
DATE SIGNED:	08/15/2017

Total Attachments: 9

- source=11 Closing Copy - Intellectual Property Security Agreement (S&S) - Accubuilt (NewStar)#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of July 28, 2017 by and between NEWSTAR FINANCIAL, INC., as administrative agent and collateral agent (“**Agent**”) and S&S/SUPERIOR COACH COMPANY, INC., an Ohio corporation (“**Grantor**”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Fifth Amended and Restated Credit and Security Agreement by and among Accubuilt, Inc., a Delaware corporation and Grantor, individually and collectively, jointly and severally, as Borrowers; the other borrowers party thereto from time to time; Coach Building Holdings, Inc., a Delaware corporation, as a guarantor; the other guarantors party thereto from time to time; the lenders party thereto from time to time; and Agent dated as of the date hereof (as the same may be amended, modified, supplemented or restated from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

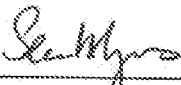
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

S&S/SUPERIOR COACH COMPANY, INC.

By: 
Name: Sean Myers
Title: President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006130 FRAME: 0661

AGENT:

NEWSTAR FINANCIAL, INC.

By: William P. Walsh

Name: William P. Walsh

Title: Director – Portfolio Management

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006130 FRAME: 0662

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Vehicle wheelchair lift with mutually perpendicular pivot axes and parallelogram transport Platform lift	6,309,170	October 30, 2001
Vehicle access ramp having alternative pivots for stowing	6,648,579	November 11, 2003
Spring biased vehicle access ramp	4,966,516	October 30, 1990
Wheelchair lift with laterally displaceable support post for vertical and rotational displacement	5,085,555	February 4, 1992
Enhanced loading floor for a funeral vehicle	5,542,811	August 6, 1996
Vehicle with full size spare tire conversion and lifting mechanism	6,354,616	March 12, 2002
Vehicle with full size spare tire conversion and lifting mechanism	6,655,896	December 2, 2003
Limousine construction	6,389,670	May 21, 2002
Method for converting passenger vehicles with independent rear suspension to a funeral coach	5,056,849	October 15, 1991
	4,768,274	September 6, 1988

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MILLER-METEOR	86/663,077	June 15, 2015
DABRYAN	4,210,051	September 18, 2012
Design (chevron)	4,260,442	December 18, 2012
PREMIER	3,997,276	July 19, 2011
SC (Stylized)	3,530,778	November 11, 2008
E and Design	2,624,704	September 24, 2002
ACCUBUILT and Design	2,603,571	August 6, 2002
EUREKA	2,615,149	September 3, 2002
ACCUBUILT	2,564,320	April 23, 2002
ACCUBUILT and Design	2,559,888	April 9, 2002
S & S COACH COMPANY	2,023,976	December 17, 1996
S&S MASTERPIECE and Design	2,023,975	December 17, 1996
CROWN SOVEREIGN and Design	2,025,571	December 24, 1996
S&S and Design	2,023,817	December 17, 1996
STATESMAN	2,131,835	January 27, 1998
SUPERIOR (Stylized)	2,154,477	May 5, 1998
SUPERIOR COACHES	2,110,322	November 4, 1997
Design (Lamp)	1,751,171	February 9, 1993
SAYERS & SCOVILL	1,725,404	October 20, 1992
SOVEREIGN	1,723,585	October 13, 1992
S & S	1,721,735	October 6, 1992
MILLER-METEOR (Stylized)	1,344,241	June 25, 1985

EXHIBIT D

Mask Works

None.