

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMERICA BANK		11/28/2017	TEXAS BANKING ASSOCIATION: TEXAS
RECEIVING PARTY DATA			
Name:	ARBOC Specialty Vehicles, LLC		
Street Address:	51165 Greenfield Parkway		
City:	Middlebury		
State/Country:	INDIANA		
Postal Code:	46540		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85390375	SPIRIT OF INDEPENDENCE	
Registration Number:	4296129	SPIRIT OF LIBERTY	
Registration Number:	4411464	SPIRIT OF FREEDOM	
Registration Number:	3918633	RANDOM ACCESS	
Registration Number:	3665198	SPIRIT OF MOBILITY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	PAUL HASTINGS LLP		
Address Line 1:	4747 Executive Dr.		
Address Line 2:	12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	91963.00003		
NAME OF SUBMITTER:	Laura C. Yip		
SIGNATURE:	/Laura C. Yip/		
DATE SIGNED:	12/01/2017		

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Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of ~~November 2~~ 2017 (the "Effective Date") by COMERICA BANK ("Bank"), in favor of ARBOC Specialty Vehicles, LLC, a Delaware limited liability company with a place of business at 51165 Greenfield Parkway, Middlebury, Indiana 46540 ("Grantor").

WITNESSETH:

WHEREAS, in furtherance of that certain Security Agreement (Intellectual Property) dated as of April 19, 2012, by Grantor in favor of Bank (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") to secure payment of indebtedness to Bank of Grantor, Grantor pledged, assigned and granted to Bank a lien on and a security interest in and to all of its right, title and interest in, to and under all of the Collateral (as defined in the Security Agreement) of Grantor, including the: (a) Patents (as defined in the Security Agreement) of Grantor listed in Schedule I attached hereto; and (b) Trademarks (as defined in the Security Agreement) of Grantor listed in Schedule II attached hereto;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on April 25, 2012 at Reel/Frame number 028105/0114 with respect to Patents;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on April 25, 2012 at Reel/Frame number 4764/0177 with respect to Trademarks; and

WHEREAS, Bank acknowledges full payment of all indebtedness previously owed to Bank by Grantor and performance of any and all other obligations of Grantor under the Security Agreement or related agreements, and accordingly now desires to release its lien on and security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby covenants and agrees with the Bank as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Release of Security Interest in Collateral.


Bank hereby absolutely, unconditionally and irrevocably terminates, releases, and discharges its lien on and security interest in the Collateral granted pursuant to the Security Agreement and any related agreements, and hereby reassigns to Grantor all such right, title, and interest Bank may have (if any) in and to the Collateral pursuant to the Security Agreement and any related agreements, in each case, without recourse, representation, warranty or other assurance of any kind.

SECTION 3. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of California.

[signature page follows]

IN WITNESS WHEREOF, Bank has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date.

COMERICA BANK,
as Bank

By: 
Name: KRISTINE L. KEMIS
Title: SENIOR VICE PRESIDENT

Schedule I

Patents

<u>Application No.</u>	<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issuance Date</u>
12/243,222	7,802,801	Mass Transit Vehicle	10/1/2008	9/28/2010
12/890,918	8,371,589	Mass Transit Vehicle	9/27/2010	2/12/2013

Schedule II

Trademarks

<u>Application No.</u>	<u>Registration No.</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Registration Date</u>
85/390,375		SPIRIT OF INDEPENDENCE	8/5/2011	
85/319,284	4,296,129	SPIRIT OF LIBERTY	5/12/2011	2/26/2013
85/319,261	4,411,464	SPIRIT OF FREEDOM	5/12/2011	10/1/2013
77/893,510	3,918,633	RANDOM ACCESS (and Design)	12/15/2009	2/15/2011
78/956,334	3,665,198	SPIRIT OF MOBILITY	8/21/2006	8/4/2009