OP \$190.00 4296129

ETAS ID: TM453340

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
SUBMISSION TIFE.	INCM ASSIGNMEN

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK		12/01/2017	Corporation: OHIO

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: 7

Property Type	Number	Word Mark
Registration Number:	4296129	SPIRIT OF LIBERTY
Registration Number:	3918633	RANDOM ACCESS
Registration Number:	3665198	SPIRIT OF MOBILITY
Registration Number:	5046170	SPIRIT OF INDEPENDENCE
Registration Number:	4517156	A
Registration Number:	4289094	LLC
Registration Number:	4289015	ARBOC

CORRESPONDENCE DATA

Fax Number: 4168657380

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: jkkim@torys.com

Torys LLP **Correspondent Name:**

79 Wellington St. W. Address Line 1: 30th floor, PO Box 270 Address Line 2: Address Line 4: Toronto, CANADA M5K1N2

NAME OF SUBMITTER:	Julie Kim
SIGNATURE:	/Julie Kim/
DATE SIGNED:	12/05/2017

Total Attachments: 5 source=Fifth Third - ARBOC Release of IP#page1.tif source=Fifth Third - ARBOC Release of IP#page2.tif

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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 12/1, 2017 (the "Effective Date") by FIFTH THIRD 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 Intellectual Property Security Agreement dated as of April 3, 2015, 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 3, 2015 at Reel/Frame number 035365/0001 with respect to Patents;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on April 3, 2015 at Reel/Frame number 5494/0973 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. <u>Defined Terms</u>. 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.

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The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America or her delegate to record this Release against the Collateral. The Bank hereby represents and warrants that it has full authority to execute and deliver this Release.

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

SECTION 4. <u>Counterparts</u>. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts.

[signature page follows]

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

FIFTH THIRD BANK

as Bank

Manager of a court of the

Title: VICE GRESIDENT

Schedule I

Patents

Application No.	Patent No.	<u>Title</u>	<u>Filing</u> <u>Date</u>	<u>Issuance</u> <u>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
13/762,458	8,807,575	Mass Transit Vehicle	2/8/2013	8/19/2014

Schedule II

Trademarks

Application No.	Registration No.	Mark	Filing <u>Date</u>	Registration Date
85/319,284	4,296,129	SPIRIT OF LIBERTY	5/12/2011	2/26/2013
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
86/457,654	5,046,170	SPIRIT OF INDEPENDENCE	11/18/2014	9/20/2016
85/857,073	4,517,156	Â	2/22/2013	4/22/2014
85/671,903	4,289,094	LIC	7/9/2012	2/12/2013
85/665,888	4,289,015	ARBOC	6/29/2012	2/12/2013

RECORDED: 12/05/2017