

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARBOC Specialty Vehicles, LLC		01/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia, as Agent		
Street Address:	40 King Street West, 55th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1H1		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5046170	SPIRIT OF INDEPENDENCE	
Registration Number:	4517156	A	
Registration Number:	4289094	LLC	
Registration Number:	4289015	ARBOC	
Registration Number:	4296129	SPIRIT OF LIBERTY	
Registration Number:	4411464	SPIRIT OF FREEDOM	
Registration Number:	3665198	SPIRIT OF MOBILITY	
Registration Number:	3918633	RANDOM ACCESS	
Serial Number:	86729497	SPIRIT OF EQUUSS	
Serial Number:	87159432	EQUAL ACCESS FOR EVERYONE	
Serial Number:	87159464	SPIRIT OF AMERICA	
Serial Number:	87159497	SPIRIT OF AMERICANA	
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:	emily.klump@clarivate.com		
Correspondent Name:	Gregory T. Pealer		
Address Line 1:	111 West Monroe Street		

OP \$315.00 5046170

Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Emily Klump

SIGNATURE: /Emily Klump/

DATE SIGNED: 01/31/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) is dated as of January 30, 2018 and is entered into by ARBOC Specialty Vehicles, LLC (the “Pledgor”) in favor of the Agent and the Lenders (as each such term is defined below).

RECITALS:

A. New Flyer Industries Inc., as Term Loan Borrower, New Flyer Industries Canada ULC, Motor Coach Industries Limited and Frank Fair Industries Ltd., as Canadian Revolving Loan Borrowers, New Flyer of America Inc., The Aftermarket Parts Company, LLC (f/k/a NABI Parts, LLC), Motor Coach Industries International, Inc., Motor Coach Industries, Inc., MCI Sales and Service, Inc. and MCI Service Parts, Inc., as U.S. Revolving Loan Borrowers, the guarantors from time to time parties thereto, as Guarantors, the lenders from time to time parties thereto, as Lenders, and The Bank of Nova Scotia, as Administrative Agent (in such capacity, together with its successors and assigns in such capacity, the “Agent”) are parties to a fifth amended and restated credit agreement dated as of December 18, 2015, as amended by Amendment No. 1 dated as of February 26, 2016, Amendment no. 2 dated as of May 1, 2017 and by Consent and Amendment No. 3 to Fifth Amended and Restated Credit Agreement dated November 20, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, referred to as the “Credit Agreement”).

B. To secure the payment and performance of the Obligations (as defined in the Security Agreement), the Debtor and certain affiliates have granted to the Agent, for its own benefit and for the benefit of the Lenders, Liens over the Collateral in accordance with the terms of the Amended and Restated Security Agreement (U.S.), dated as of June 21, 2013, as amended and reaffirmed pursuant to that certain Amendment and Reaffirmation of Amended and Restated Security Agreement (U.S.), dated as of December 18, 2015 (as the same may be amended, restated or modified from time to time, the “Security Agreement”) in favor of the Agent. The Security Agreement continues to secure Obligations under the Credit Agreement and related Security Documents.

C. Pursuant to the Credit Agreement, the Pledgor is required to execute and deliver to Agent, for its own benefit and for the benefit of the Lenders, this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Pledgor, the Pledgor agrees with and in favor of the Agent, for its own benefit and for the benefit of the Lenders, as follows:

1. Definitions. In this Agreement, capitalized terms which are not otherwise defined have the meanings given to such terms in the Credit Agreement.

2. Grant of Lien. As general and continuing collateral security for the due payment and performance of the Obligations (as defined in the Security Agreement), the Pledgor hereby grants to the Agent (for its own benefit and for the benefit of the Lenders), a security interest in

all of the Pledgor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all (i) trademarks, trademark registrations and trademark applications referred to on Schedule A hereto and (ii) any goodwill associated with or symbolized by any of the foregoing (collectively, the "Trademarks"), except that as to any application based on intention to use a Trademark, this Agreement shall, if and for so long as such application remains pending without acceptance of an allegation of use, operate only to create a security interest for collateral purposes in such application and shall not operate as an assignment, sale, transfer, or conveyance of such application; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.


3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent (for its own benefit and for the benefit of the Lenders), pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Upon the fulfillment of all Obligations under the Security Agreement, the Agent shall, at the expense of the Pledgor, execute, acknowledge and deliver to the Pledgor an instrument in writing releasing the security interest in the Trademarks under this Agreement and the Security Agreement. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the State of New York. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.



ARBOC Specialty Vehicles, LLC

By 
Name: GLENN ASHAM
Title: Chief Financial Officer

By 
Name: COLIN DEWARCHUK
Title: Executive Vice President, General Counsel

SCHEDULE A

TRADEMARK REGISTRATIONS

TRADEMARK	US REG. NO.	US REG. DATE	US SERIAL NO.	US FILING DATE
Spirit of Independence	5046170	2016-09-20	86457654	2014-11-18
	4517156	2014-04-22	85857073	2013-02-22
	4289094	2013-02-12	85671903	2012-07-09
ARBOC	4289015	2013-02-12	85665888	2012-06-29
Spirit of Liberty	4296129	2013-02-26	85319284	2011-05-12
Spirit of Freedom	4411464	2013-10-01	85319261	2011-05-12
Spirit of Mobility	3665198	2009-08-04	78956334	2006-08-21
Random Access	3918633	2011-02-15	77893510	2009-12-15
SPIRIT OF EQUASS	Pending	Pending	86729497	2015-08-19
EQUAL ACCESS FOR EVERYONE	Pending	Pending	87159432	2016-09-02
SPIRIT OF AMERICA	Pending	Pending	87159464	2016-09-02
SPIRIT OF AMERICANA	Pending	Pending	87159497	2016-09-02