

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501381

<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>
Lux Bus America Co.		12/10/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC		
<b>Street Address:</b>	111 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4131136	LUXBUS AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3127018637		
<b>Email:</b>	ipdocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	P.O. Box 2828		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-2828		
<b>ATTORNEY DOCKET NUMBER:</b>	18568939		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		
<b>DATE SIGNED:</b>	12/10/2018		
<b>Total Attachments: 5</b>			
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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 10, 2018, is made by Lux Bus America Co., a California corporation (together with its successors and assigns, the "Grantor") and TWIN BROOK CAPITAL PARTNERS, LLC, as administrative agent ("Agent"), for the ratable benefit of the Lenders (as defined in the Credit Agreement referred to below):

### **RECITALS:**

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as of December 10, 2018 (as amended, restated, amended and restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, as a borrower, the other borrowers party thereto, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent.

WHEREAS, pursuant to that certain Amended and Restated Guarantee and Collateral Agreement dated as of December 10, 2018 in favor of Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Collateral Agreement"), Grantor has granted to Agent for the ratable benefit of the Lenders and (to the extent provided therein) their Affiliates (in such capacity, together with its successors in such capacity pursuant to the terms of the Collateral Agreement, "Grantee") a continuing security interest in all of its Collateral (including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below)), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby pledges and grants to the Grantee, a continuing security interest in all right, title and interest of Grantor in and to certain Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter acquired, which includes the following:

(a) any and all trademarks, trade names, corporate names, company names, business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or

otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Exhibit A hereto (collectively, the “Trademarks”) (but excluding any “intent-to-use” applications for Trademarks filed under Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, until such time as Grantor begins to use such trademarks);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark listed on Exhibit A hereto, or injury to the goodwill associated with any of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Grantee primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Collateral Agreement) but rather is intended to facilitate the exercise of such rights and remedies. Grantee shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.


4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

**[SIGNATURE PAGES FOLLOW]**

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

**LUX BUS AMERICA CO.,** as Grantor

By:   
Name: Bill Trimarco  
Title: President

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGED:

**TWIN BROOK CAPITAL PARTNERS,  
LLC, as Agent**

By

Name: Drew Guyette

Title: Chief Credit Officer

A handwritten signature in black ink, appearing to read 'Drew Guyette', is written over a dotted line. The signature is stylized and extends to the right.

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 006497 FRAME: 0612**

EXHIBIT A

**TRADEMARK REGISTRATIONS & APPLICATIONS**

Lux Bus America Co.	LUXBUS AMERICA	4131136
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