

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575541

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stagecoach Group plc		04/16/2019	Public Limited Company: SCOTLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coach USA Administration, Inc.		
<b>Street Address:</b>	160 South Route 17 North		
<b>City:</b>	Paramus		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07652		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3027531	MEGABUS	
<b>Registration Number:</b>	3100049		
<b>Registration Number:</b>	4064747	MEGABUS.COM	
<b>Registration Number:</b>	4651444	MEGABUS.COM FROM \$1** PLUS A RESERVATION	
<b>Registration Number:</b>	4651445	FROM \$1**PLUS A RESERVATION FEE	
<b>Registration Number:</b>	4525918	STAY CONNECTED	
<b>Registration Number:</b>	5377840		
<b>Registration Number:</b>	5373185	MEGABUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5125364598		
<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>	512-536-3091		
<b>Email:</b>	aoipdocket@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Alicia Morris Groos		
<b>Address Line 1:</b>	98 San Jacinto Boulevard, Suite 1100		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>NAME OF SUBMITTER:</b>	Alicia Morris Groos		
<b>SIGNATURE:</b>	/Alicia Morris Groos/		

OP \$215.00 3027531

<b>DATE SIGNED:</b>	05/08/2020
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**Total Attachments: 8**

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## ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (this "Assignment"), entered into and made effective as of April 16, 2019, by and between Stagecoach Group plc, a public limited company organized under the laws of Scotland ("Assignor"), and Coach USA Administration, Inc., a Nevada corporation ("Assignee"), on the other hand. The Assignor and the Assignee are referred to herein collectively as the "Parties" and each of them individually as a "Party".

WHEREAS, Assignor is the owner, in the identified jurisdiction, of the Trademarks and of the trademark registrations and registration applications set forth on Schedule A attached hereto and made part hereof (collectively, the "Marks"); and

WHEREAS, in accordance with the terms of that certain Stock Purchase Agreement dated as of December 19, 2018, by and between Assignor, SCUSI Limited, a company organized under the laws of England and Wales and Project Kenwood Acquisition, LLC, a Delaware limited liability company (as amended, restated, supplemented or otherwise modified from time to time, the "SPA"), Assignor wishes to assign, transfer, convey and deliver to Assignee, and Assignee wishes to acquire from Assignor, all of such Assignor's rights, title and interest in and to the Marks, together with any and all goodwill connected with and symbolized by the Marks.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the SPA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the respective meanings ascribed to them in the SPA.

2. Conveyance and Acceptance of Marks. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to: (i) the Marks and all issuances, extensions and renewals of such registrations and applications in the jurisdiction identified in Schedule A, (ii) all rights, privileges and protections of any kind whatsoever of Assignor accruing under any of the Marks, (iii) any and all goodwill connected with and symbolized by the Marks, (iv) all rights in and to all income, royalties, fees, damages, payments and other proceeds now or hereafter due or payable with respect to the Marks, (v) all causes of action (whether in law or in equity) with respect to the Marks whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement with the right but not the obligation to petition or sue for, or otherwise seek, such legal and equitable relief and to collect, or otherwise recover, any such damages in any action, suit or proceeding brought after the Closing Date and (vi) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives, and Assignee hereby accepts such assignment, transfer, conveyance and delivery.

3. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Canadian Intellectual Property Office to record and register this Assignment upon request by Assignee. Assignee shall be solely responsible for recording this Assignment with the U.S. Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable.

4. Further Acts. At Assignee's request and cost, Assignor shall promptly execute and deliver all documents, papers, forms, authorizations and further instruments and do and cause to be done such further acts and things as may be required to fulfill the purposes and intent of this Assignment.

5. Governing Law. This Assignment, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment and any disputes arising under or related hereto shall be governed by, construed in accordance with, and enforced in accordance with, the internal Laws of the State of New York, including its statutes of limitations, without reference to its conflicts of law principles that would result in the application of the substantive Law of any other jurisdiction.

6. Jurisdiction. Each Party irrevocably agrees that any proceeding against it arising out of or in connection with this Assignment or the transactions contemplated by this Assignment or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the Chosen Courts, and hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the Chosen Courts in personam with respect to any such proceeding and waives to the fullest extent permitted by Law any objection that it may now or hereafter have that any such proceeding has been brought in an inconvenient forum.

7. Entire Agreement. This Assignment (including all Schedules hereto), together with the SPA, contains the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

8. Amendment. Any provision of this Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. Severability. In the event that any provision contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction.

10. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become

effective when each party hereto shall have received counterparts hereof signed by each of the other parties hereto. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

11. Successors. This Assignment will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

*SIGNATURE PAGE FOLLOWS*




IN WITNESS WHEREOF, each of the Parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

Stagecoach Group plc

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



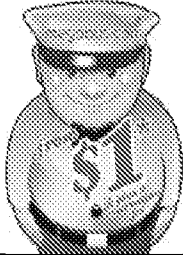
Coach USA Administration, Inc.

By:  \_\_\_\_\_  
Name: Ross Kinnear  
Title: Vice President and Treasurer

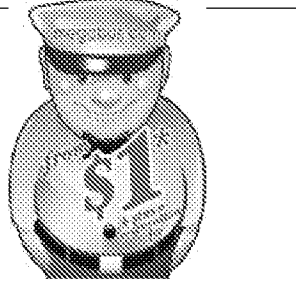
**SCHEDULE A**

(MARKS)


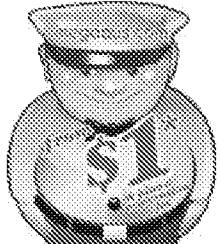
**CANADA**

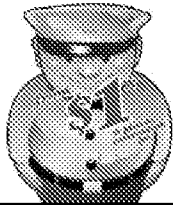

Mark Name	Mark	Registration No. / Application No.	Owner
Megabus (Design)		Appl. No. 1822097	Stagecoach Group plc
Megabus (Design)		Reg. No. TMA6767545	Stagecoach Group plc
<p>MEGABUS.COM FROM \$1** PLUS A RESERVATION FEE</p> <p>Color is not claimed as a feature of the mark. The mark consists of a drawing of a bus driver with a uniform and hat. The word "MEGABUS.COM" is written on a hat. The words "FROM \$1** PLUS A RESERVATION FEE" is written on front of driver's shirt in stylized lettering.</p>		Reg. No. TMA926968	Stagecoach Group plc
Megabus		Appl. No. 1822096	Stagecoach Group plc
Megabus		Reg. No. TMA676744	Stagecoach Group plc



Mark Name	Mark	Registration No. / Application No.	Owner
FROM \$1** PLUS A RESERVATION FEE Color is not claimed as a feature of the mark. The mark consists of a drawing of a bus driver with a uniform and hat. The word "MEGABUS.COM" is written on a hat. The words "FROM \$1** PLUS A RESERVATION FEE" is written on front of driver's shirt in stylized lettering.		Reg. No. TMA926967	Stagecoach Group plc
Stay Connected		Reg. No. TMA963340	Stagecoach Group plc

**UNITED STATES**

Mark Name	Mark	Registration No. / Application No.	Owner
MEGABUS		Reg No. 3027531	Stagecoach Group plc
Chuck Design		Reg. No. 3100049	Stagecoach Group plc
MEGABUS.COM		Reg. No. 4064747	Stagecoach Group plc
MEGABUS.COM FROM \$1** PLUS A RESERVATION FEE Color is not claimed as a feature of the mark. The mark consists of a drawing of a bus driver with a uniform and hat. The word "MEGABUS.COM" is written on a hat. The words "FROM \$1** PLUS A RESERVATION FEE" is written on front of driver's shirt in stylized lettering.		Reg. No. 4651444	Stagecoach Group plc

Mark Name	Mark	Registration No. / Application No.	Owner
<p>FROM \$1**PLUS A RESERVATION FEE</p> <p>Color is not claimed as a feature of the mark. The mark consists of a drawing of a bus driver with a uniform and hat. The words "FROM \$1** PLUS A RESERVATION FEE" is written on front of driver's shirt in stylized lettering.</p>		Reg. No. 4651445	Stagecoach Group plc
Stay Connected		Reg. No. 4525918	Stagecoach Group plc
Design Only		Reg. No. 5,377,840	Stagecoach Group plc
Megabus		Reg. No. 5,373,185	Stagecoach Group plc