

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Liens and Security Interests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO CAPITAL FINANCE, LLC		03/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRSTGROUP INTERNATIONAL, INC.		
Street Address:	600 Vine Street		
Internal Address:	Suite 1400		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 89			
Property Type	Number	Word Mark	
Registration Number:	541197	GREYHOUND	
Registration Number:	541198	GREYHOUND	
Registration Number:	541199		
Registration Number:	553242	CONTINENTAL BUS SYSTEM	
Registration Number:	676464	SCENICRUISER	
Registration Number:	759383	CONTINENTAL TRAILWAYS PACKAGE EXPRESS	
Registration Number:	766891	AND LEAVE THE DRIVING TO US	
Registration Number:	805794	GREYHOUND	
Registration Number:	805795		
Registration Number:	805796		
Registration Number:	843018	TOUR TM MASTER	
Registration Number:	849607	GPX	
Registration Number:	910861	SUPERCRUISER	
Registration Number:	914746	AMAZING AMERICA VACATIONS	
Registration Number:	923363	...AND LEAVE THE MOVING TO US	
Registration Number:	887322	GREYHOUND	
Registration Number:	885126	GREYHOUND	
Registration Number:	875984		
TRADEMARK			

CH \$2240.00 541197

Property Type	Number	Word Mark
Registration Number:	888503	
Registration Number:	875742	
Registration Number:	875558	GREYHOUND
Registration Number:	887695	
Registration Number:	888302	
Registration Number:	886350	GREYHOUND
Registration Number:	886508	GREYHOUND
Registration Number:	886509	
Registration Number:	888813	GREYHOUND
Registration Number:	888952	GREYHOUND
Registration Number:	888954	
Registration Number:	890634	
Registration Number:	915812	DISCOVER GREYHOUND AMERICA
Registration Number:	915813	DISCOVER AMERICA
Registration Number:	975681	AMERIPASS
Registration Number:	987562	
Registration Number:	988608	NEXT BUS OUT
Registration Number:	987565	AMERICRUISER
Registration Number:	989213	GREYHOUND
Registration Number:	1010865	
Registration Number:	1045090	THE BEST BUS GOING
Registration Number:	1056284	AUTOBUSES LATINOS
Registration Number:	1056555	AMERICRUISER
Registration Number:	1049009	S STONE
Registration Number:	1048297	HELPING HAND
Registration Number:	1127660	EXPRESSPAK
Registration Number:	1161349	SUPER 7
Registration Number:	1154827	AMERICRUISER 2
Registration Number:	1182456	USABUS
Registration Number:	1164951	GO GREYHOUND
Registration Number:	1207552	GO BIG RED
Registration Number:	1216105	GO BIG RED GO TRAILWAYS
Registration Number:	1195382	
Registration Number:	1204867	
Registration Number:	1471980	
Registration Number:	1380527	GREYHOUND
Registration Number:	1236736	GREYHOUND PUTS IT ALL TOGETHER FOR YOU
Registration Number:	1280148	OMNI-PAK

Property Type	Number	Word Mark
Registration Number:	1303149	LUCKY STREAK
Registration Number:	1496202	
Registration Number:	1496206	WE'VE GOT MORE DRIVE
Registration Number:	1543896	RURAL CONNECTION
Registration Number:	1562628	THE BEST LIFT TO THE LIFTS
Registration Number:	1928711	AZABACHE
Registration Number:	1089549	
Registration Number:	1095799	
Registration Number:	1104451	
Registration Number:	1104452	GREYHOUND
Registration Number:	1103208	
Registration Number:	1102897	GREYHOUND
Registration Number:	1221570	THE MARK OF RESPONSIBILITY
Registration Number:	1151891	
Registration Number:	1385471	ELAN
Registration Number:	1385472	ELAN
Registration Number:	1398029	"LEAVE THE REST TO US!"
Registration Number:	1330108	CASINO COURIER
Registration Number:	1330109	CASINO COURIER
Registration Number:	1378473	OPERATION: HOME FREE
Registration Number:	1359728	
Registration Number:	2002202	PHONE CENTS
Registration Number:	2159025	FLIGHTLINK
Registration Number:	2192136	CRUCERO
Registration Number:	2327317	
Registration Number:	2268767	WHERE CAN WE TAKE YOU?
Registration Number:	2268770	FARES SO LOW, YOU'RE FREE TO GO
Registration Number:	2305976	TARIFAS TAN BAJAS, QUE SIEMPRE VIAJAS
Registration Number:	2414732	TRAVELERS' GRILL
Registration Number:	2473166	
Registration Number:	2760640	AMERICANOS
Registration Number:	2570426	GREYHOUND NORTH AMERICA
Registration Number:	2304049	

CORRESPONDENCE DATA

Fax Number: 2147455390

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.

Phone: 2147455612

Email: ngraham@winstead.com
Correspondent Name: Nancy Graham c/o WINSTEAD PC
Address Line 1: 2728 N. Harwood Street
Address Line 2: Suite 500
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 6008-7

NAME OF SUBMITTER: Nancy Graham

SIGNATURE: /Nancy Graham/

DATE SIGNED: 03/23/2021

Total Attachments: 12

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**ASSIGNMENT OF LIENS
AND SECURITY INTERESTS**

This ASSIGNMENT OF LIENS AND SECURITY INTERESTS (this "**Assignment**"), dated effective as of March 1, 2021, is from WELLS FARGO CAPITAL FINANCE, LLC ("**Assignor**"), with an address at c/o Wells Fargo Law Department, 301 S. College Street, MAC D1053-300, Charlotte, NC 28202, Attention: L. Carver, to FIRSTGROUP INTERNATIONAL, INC., a Delaware corporation ("**Assignee**"), with an address at c/o FirstGroup America, Inc., 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Security Documents (hereinafter defined).

RECITALS

WHEREAS, GREYHOUND LINES, INC., a Delaware corporation (the "**Borrower**"), entered into those certain collateral documents described in Schedule I attached hereto and incorporated herein for all purposes by this reference against the property described therein (collectively, and as assigned, amended, restated, supplemented or otherwise modified prior to the date hereof, the "**Security Documents**");

WHEREAS, Assignor is successor-in-interest to the agent and/or lienholder under each of the Security Documents;

WHEREAS, on or about June 30, 2005, Assignee acquired all of Assignor's right, title and interest in the Security Documents and certain other indebtedness of Borrower (the "**Acquisition Transaction**"); and

WHEREAS, in connection with the Acquisition Transaction, Assignor and Assignee desire to enter into this Assignment in order to document the transfer to Assignee all liens and security interests held by Assignor under the Security Documents.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

W I T N E S S E T H:

1. **Assignment**. Assignor has granted, bargained, sold, assigned, transferred, delivered and conveyed, and does by these presents grant, bargain, sell, assign, transfer, deliver and convey to Assignee, all of Assignor's right, title, interest, and goodwill, in and to all collateral and collateral documents (including all liens and security interests thereunder) securing the Borrower's indebtedness, obligations, and liabilities arising under the Security Documents, including but not limited to those certain collateral documents executed in favor of Assignor as described in Schedule I attached hereto and incorporated herein for all purposes by this reference against the property described therein (collectively, the "**Assigned Interests**").
2. **No Representations and Warranties**. Assignor has not made and Assignee shall not rely upon any representation or warranty, express, implied, at common law, by statute or otherwise and Assignor shall not assume any responsibility with respect to the creation, attachment, perfection or priority of any lien, pledge, security interest, assignment, hypothecation or other security device purported to be created or evidenced by any of the Security Documents.

3. Further Documents. Assignor further authorizes Assignee to file this Assignment in each jurisdiction where the collateral documents described in Schedule I have been filed, and execute and file such amendments, assignments and terminations of any financing statements filed by Assignor as secured party covering the collateral securing the obligations under the Security Documents. Assignor and Assignee agree to take such actions and make such modifications to Schedule I as reasonably deemed necessary by Assignee to effectuate the assignment of all of Assignor's rights, titles and interests under such collateral documents which may have been executed in connection with the Security Documents and not reflected in such Schedule. Notwithstanding the foregoing, any document to be executed by Assignor and any other action to be taken by Assignor, shall be without expense, recourse (on the same "AS IS WHERE IS" basis as more fully set forth herein), or liability to Assignor.
4. Counterparts. For the convenience of the parties, this Assignment may be executed in multiple counterparts. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. For recording purposes, various counterparts have been executed, and there may be attached to each such counterpart a schedule containing the filing or recording data for certain security agreements in favor of the Assignor (collectively, the "IP Security Agreements") recorded in the jurisdiction in which the particular counterpart hereof is to be recorded. Certain counterparts hereof may include portions of the schedules attached to the IP Security Agreements which contain descriptions of the intellectual property subject to the requirements and/or protections of the recording or filing acts or regulations of the recording jurisdiction in which the particular counterpart is to be recorded.
5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, except to the extent necessarily governed by the laws of the other states in which any property subject to the liens and security interests assigned hereunder is located.
6. Authority. Each party hereto represents and warrants to the other party that such party has full right and authority to enter into this Assignment, and that each person signing on behalf of such party is authorized to do so.

[Signatures appear on the following pages.]

ASSIGNEE:

FIRSTGROUP INTERNATIONAL, INC., a Delaware corporation

By: Michael Petrucci
Name: Michael Petrucci
Title: Secretary

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF OHIO §
COUNTY OF Hamilton §

I, John J. Williams a Notary Public in and for said County in said State set forth above, hereby certify that Michael Petrucci whose name as Secretary of FirstGroup International, Inc., a Delaware corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she/he, in the capacity as stated above and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 22 day of March, 2021.

Signature [Signature] (Seal)

JOHN JAMES WILLIAMS
Attorney At Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

After recording return to:

Greyhound Lines, Inc.
350 N. St. Paul Street
Dallas, Texas 75201
Attn: Legal Department

SIGNATURE PAGE TO
ASSIGNMENT OF LIENS AND SECURITY INTERESTS

TRADEMARK
REEL: 007229 FRAME: 0532

Schedule I

List of Security Agreements

1. Intellectual Property Security Agreement dated as of May 21, 1997 (in favor of Assignor's predecessor-in-interest thereunder, Foothill Capital Corporation), recorded in the United States Patent and Trademark Office in Trademark Reel 1595 Frame 0304 on June 5, 1997, as amended by that certain Amendment to Intellectual Property Security Agreement dated as of January 8, 1997, recorded in the United States Patent and Trademark Office in Trademark Reel 1683 Frame 0777 on January 22, 1998.
2. Intellectual Property Security Agreement dated as of October 24, 2000 (in favor of Assignor's predecessor-in-interest thereunder, Foothill Capital Corporation), recorded in the United States Patent and Trademark Office in Trademark Reel 2182 Frame 0044 on November 9, 2000.
3. Trademark and Trade Name Collateral Assignment Security Document dated as of October 24, 1991 (in favor of Assignor's predecessor-in-interest thereunder, Security Pacific Business Credit Inc., a Delaware corporation), recorded in the United States Patent and Trademark Office in Trademark Reel 0836 Frame 0719 on January 21, 1992.
4. Assignment of Security Interest in U.S. Trademarks dated as of December 30, 1993 (in favor of Bankers Trust Company), recorded in the United States Patent and Trademark Office in Trademark Reel 1107 Frame 0299 on February 17, 1994, the assignee rights and security interest under which was assigned to Foothill Capital Corporation pursuant to that certain Assignment dated October 13, 1994, recorded in the United States Patent and Trademark Office in Trademark Reel 1251 Frame 0128 on November 15, 1994.

Schedule II

TRADEMARKS

Intellectual Property Security Agreement dated as of May 21, 1997 (in favor of Assignor's predecessor-in-interest thereunder, Foothill Capital Corporation), recorded in the United States Patent and Trademark Office in Trademark Reel 1595 Frame 0304 on June 5, 1997, as amended by that certain Amendment to Intellectual Property Security Agreement dated as of January 8, 1997, recorded in the United States Patent and Trademark Office in Trademark Reel 1683 Frame 0777 on January 22, 1998.

<u>Trademark</u>	<u>Registration No.</u>
GREYHOUND	541197
GREYHOUND	541198
GREYHOUND DESIGN	541199
SCENICRUISER	676464
AND LEAVE THE DRIVING TO US	766891
GREYHOUND	805794
GREYHOUND DESIGN	805795
TOUR TM MASTER	843018
GPX	849607
DISCOVER GREYHOUND AMERICA	915812
DISCOVER AMERICA	915813
GREYHOUND	887322
GREYHOUND	888952
GREYHOUND	885126
GREYHOUND	886350
GREYHOUND	886508
GREYHOUND DESIGN	875984
GREYHOUND DESIGN	888503
GREYHOUND DESIGN	875742
Image of a Running Dog	887695
Image of a Running Dog	888954
Image of a Running Dog	888302
Image of a Running Dog	886509
GREYHOUND	888813
Image of a Running Dog	890634
AMERIPASS	975681
BUS DESIGN	987562
NEXT BUS OUT	988608
AMERICRUISER	987565
GREYHOUND	989213

<u>Trademark</u>	<u>Registration No.</u>
Image of a Running Dog	1010865
AUTOBUSES LATINOS	1056284
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HELPING HAND	1048297
XPRESSPAK	1127660
SUPER 7	1161349
AMERICRUISER 2	1154827
USABUS	1182456
GO GREYHOUND	1164951
GO BIG RED	1207552
Image of a Running Dog	1195382
Image of a Running Dog	1204867
GREYHOUND DESIGN	1471980
GREYHOUND	1380527
OMNI-PAK	1280148
GREYHOUND PUTS IT ALL TOGETHER FOR YOU	1236736
LUCKY STREAK	1303149
BUS DESIGN	1496202
WE'VE GOT MORE DRIVE	1496206
RURAL CONNECTION	1543896
THE BEST LIFT TO THE LIFTS	1562628
AZABACHE	1928711
GREYHOUND DESIGN	1089549
GREYHOUND DESIGN	1095799
GREYHOUND DESIGN	1104451
GREYHOUND	1104452
GREYHOUND DESIGN	1103208
GREYHOUND	1102897
THE MARK OF RESPONSIBILITY	1221570
GREYHOUND DESIGN	1151891

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<u>Trademark</u>	<u>Registration No.</u>
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AMERICRUISER 2	1154827

<u>Trademark</u>	<u>Registration No.</u>
USABUS	1182456
GO GREYHOUND	1164951
GREYHOUND DESIGN	1195382
GREYHOUND DESIGN	1204867
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GREYHOUND PUTS IT ALL TOGETHER FOR YOU	1236736
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<u>Trademark</u>	<u>Registration No.</u>
CONTINENTAL BUS SYSTEM	553242
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DISCOVER AMERICA	915813
AMAZING AMERICA VACATIONS	914746
SUPERCRUISER	910861
...AND LEAVE THE MOVING TO US	923363
AMERIPASS	975681

<u>Trademark</u>	<u>Registration No.</u>
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AMERICRUISER	987565
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AMERICRUISER	1056555
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