

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661559

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIRST STUDENT, INC.		07/21/2021	Corporation: DELAWARE
First Transit, Inc.		07/21/2021	Corporation: DELAWARE
First Vehicle Services, Inc.		07/21/2021	Corporation: DELAWARE
FirstGroup America, Inc.		07/21/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4823966	HAPPINESS STARTS WITH YELLOW
Registration Number:	5013193	LIDLAW
Registration Number:	5013194	LIDLAW
Registration Number:	5027418	LIDLAW EDUCATION SERVICES
Registration Number:	5027420	LIDLAW TRANSIT SERVICES
Registration Number:	5027419	LIDLAW TRANSIT SERVICES
Registration Number:	2525787	FIRST STUDENT
Registration Number:	5583693	FIRST STUDENT CONNECT
Registration Number:	2550615	FIRST TRANSIT
Registration Number:	5703400	FIRST TRANSPORTATION SOLUTIONS
Registration Number:	2648317	FIRST VEHICLE SERVICES
Registration Number:	3212714	FIRSTDOCK
Registration Number:	5318128	FIRSTVIEW
Registration Number:	4823917	CARING FOR STUDENTS TODAY, TOMORROW, TOG
Registration Number:	2734462	VOLTAGE ARMOR
Registration Number:	4826752	FIRST ACTS

OP \$515.00 4823966

Property Type	Number	Word Mark
Registration Number:	3413999	SAFE RIDE
Serial Number:	88847559	JAUNT
Serial Number:	88847551	JAUNT
Serial Number:	88835649	FIRST FEEDBACK

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1423821
NAME OF SUBMITTER:	Adam Siegel
SIGNATURE:	/Adam Siegel/
DATE SIGNED:	07/21/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 21, 2021 (this “Agreement”), among First Student, Inc., First Transit, Inc., First Vehicle Services, Inc. and FirstGroup America, Inc. (each a “Grantor”) and Barclays Bank PLC (“Barclays”) in its capacity as collateral agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Credit Agreement dated as of July 21, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Recess Intermediate LP, a Delaware limited partnership (“Holdings”), Recess Holdco LLC, a Delaware limited liability company (“Parent”), First Student Bidco Inc., a Delaware corporation, First Transit Parent Inc., a Delaware corporation and any Additional Borrower (each a “Borrower”), the lenders and issuing banks from time to time party thereto and Barclays, as administrative agent and collateral agent and (b) the Pledge and Security Agreement dated as of July 21, 2021 (the “Security Agreement”), by and among Holdings, Parent, the Borrowers, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of such Grantor’s right in, and title and interest to and under any Trademarks whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor, including those listed on Schedule I and regardless of where located (all of which are collectively referred to as the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become

effective when it has been executed by each Grantor and the Collateral Agent, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

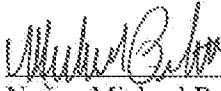
SECTION 5. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE EQUAL PRIORITY INTERCREDITOR AGREEMENT, ANY JUNIOR PRIORITY INTERCREDITOR AGREEMENT AND ANY OTHER ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT (INCLUDING THE EQUAL PRIORITY INTERCREDITOR AGREEMENT AND ANY JUNIOR PRIORITY INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF SUCH ACCEPTABLE INTERCREDITOR AGREEMENT (INCLUDING THE EQUAL PRIORITY INTERCREDITOR AGREEMENT AND ANY JUNIOR PRIORITY INTERCREDITOR AGREEMENT) SHALL GOVERN AND CONTROL.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

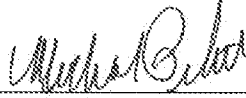
FIRST STUDENT, INC.

By: 
Name: Michael Petrucci
Title: Senior Vice President, General Counsel &
Secretary

FIRST TRANSIT, INC.

By: 
Name: Michael Petrucci
Title: Senior Vice President, General Counsel &
Secretary

FIRST VEHICLE SERVICES, INC.

By: 
Name: Michael Petrucci
Title: Senior Vice President, General Counsel &
Secretary

FIRSTGROUP AMERICA, INC.

By: 
Name: Michael Petrucci
Title: Senior Vice President, General Counsel &
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007360 FRAME: 0948

BARCLAYS BANK PLC, as Collateral Agent



By: _____

Name: Craig Malloy
Title: Director





[Signature Page to Trademark Security Agreement]


[[5670565]]

TRADEMARK
REEL: 007360 FRAME: 0949


SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date	Registered Owner	Status
HAPPINESS STARTS WITH YELLOW	4,823,966	September 29, 2015	FirstGroup America, Inc.	Registered
LAIDLAW 	5,013,193	August 2, 2016	FirstGroup America, Inc.	Registered
LAIDLAW and Design 	5,013,194	August 2, 2016	FirstGroup America, Inc.	Registered
LAIDLAW EDUCATION SERVICES and Design 	5,027,418	August 23, 2016	FirstGroup America, Inc.	Registered
LAIDLAW TRANSIT SERVICES & Design 	5,027,420	August 23, 2016	FirstGroup America, Inc.	Registered
LAIDLAW TRANSIT SERVICES	5,027,419	August 23, 2016	FirstGroup America, Inc.	Registered
FIRST STUDENT	2,525,787	January 1, 2002	FirstGroup America, Inc.	Registered
FIRST STUDENT CONNECT	5583693	October 16, 2018	FirstGroup America, Inc.	Registered
FIRST TRANSIT	2,550,615	March 19, 2002	FirstGroup America, Inc.	Registered
FIRST TRANSPORTATION SOLUTIONS	5703400	October 3, 2018	FirstGroup America, Inc.	Registered
FIRST VEHICLE SERVICES	2,648,317	November 12, 2002	FirstGroup America, Inc.	Registered
FIRSTDOCK	3,212,714	February 27, 2007	First Vehicle Services, Inc.	Registered
FIRSTVIEW FIRSTVIEW	5,318,128	October 24, 2017	FirstGroup America, Inc.	Registered

CARING FOR STUDENTS TODAY, TOMORROW, TOGETHER.	4,823,917	September 29, 2015	FirstGroup America, Inc.	Registered
VOLTAGE ARMOR	2,734,462	July 8, 2003	First Vehicle Services, Inc.	Registered
FIRST ACTS and Design 	4,826,752	October 6, 2015	First Student, Inc.	Registered
SAFE RIDE	3,413,999	April 22, 2008	First Transit, Inc.	Registered

U.S. TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date	Application Owner	Status
JAUNT	88/847559	March 25, 2020	FirstGroup America, Inc.	Pending
JAUNT & Design 	88/847551	March 25, 2020	FirstGroup America, Inc.	Pending
FIRST FEEDBACK	88/835649	March 16, 2020	FirstGroup America, Inc.	Pending