

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM661561

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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

<b>Name:</b>	U.S. Bank National Association, as Collateral Agent
<b>Street Address:</b>	60 Livingston Avenue
<b>City:</b>	Saint Paul
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55107
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 20

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

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

**Total Attachments: 6**

- source=Project Farley - Trademark Coversheet [US Bank]#page3.tif
- source=Project Farley - Trademark Coversheet [US Bank]#page4.tif
- source=Project Farley - Trademark Coversheet [US Bank]#page5.tif
- source=Project Farley - Trademark Coversheet [US Bank]#page6.tif
- source=Project Farley - Trademark Coversheet [US Bank]#page7.tif
- source=Project Farley - Trademark Coversheet [US Bank]#page8.tif

**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 U.S. Bank National Association (“U.S. Bank”) in its capacity as collateral agent for the Secured Notes Secured Parties as defined in the Indenture referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) that certain Indenture dated as of July 21, 2021, among First Student Bidco Inc., a Delaware Corporation (“First Student”), First Transit Parent, Inc., a Delaware corporation (“First Transit” and, together with First Student, the “Issuers”), Recess Intermediate LP, a Delaware limited partnership (“Holdings”), Recess Holdco LLC, a Delaware limited liability company (“Parent”), the guarantors party thereto and U.S. Bank, in its capacities as trustee (the “Trustee”) and Agent (the “Base Indenture”), and (ii) that certain First Supplemental Indenture, dated as of July 21, 2021, among the subsidiary guarantors party thereto and U.S. Bank, in its capacities as trustee and Agent (together with the Base Indenture and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), and (c) the Pledge and Security Agreement dated as of July 21, 2021 (the “Security Agreement”), by and among Holdings, the Issuers, Parent, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Secured Notes Secured Parties (other than the Trustee and the Collateral Agent) have agreed to extend credit to the Issuer subject to the terms and conditions set forth in the Indenture; 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 Indenture, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Notes Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Notes Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (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, protections, power, immunities, indemnities and remedies of the Collateral Agent with respect to the Collateral shall be afforded to it as Collateral Agent under 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. 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 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.

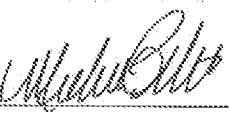
[Signature Pages Follow]

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

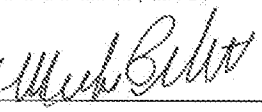
FIRSTGROUP AMERICA, INC.

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

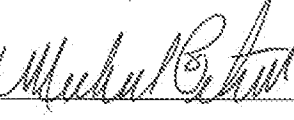
FIRST VEHICLE SERVICES, INC.

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


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


U.S. BANK NATIONAL ASSOCIATION,  
as the Collateral Agent

By:   
Name: Brandon Bonfig  
Title: Assistant Vice President


**SCHEDULE I**

## U.S. TRADEMARK REGISTRATIONS

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Registered Owner</b>	<b>Status</b>
HAPPINESS STARTS WITH YELLOW	4,823,966	September 29, 2015	FirstGroup America, Inc.	Registered
LIDLAW 	5,013,193	August 2, 2016	FirstGroup America, Inc.	Registered
LIDLAW and Design 	5,013,194	August 2, 2016	FirstGroup America, Inc.	Registered
LIDLAW EDUCATION SERVICES and Design 	5,027,418	August 23, 2016	FirstGroup America, Inc.	Registered
LIDLAW TRANSIT SERVICES & Design 	5,027,420	August 23, 2016	FirstGroup America, Inc.	Registered
LIDLAW 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 	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