

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Academy Bus, L.L.C.		08/09/2022	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	1903P Loan Agent, LLC		
Street Address:	800 Boylston Street		
Internal Address:	Prudential Tower, 27th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5074123	A ACADEMY	
Registration Number:	5073991	A ACADEMY	
Registration Number:	5073990	A ACADEMY	
Registration Number:	5074122	ACADEMY	
Registration Number:	5073989	ACADEMY	
Registration Number:	5073988	ACADEMY	
Registration Number:	5073992	ACADEMY A	
Registration Number:	5074124	WE KNOW THE WAY	
Registration Number:	5073987	A	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		

OP \$240.00 5074123

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2009973-0071

NAME OF SUBMITTER: Catherine C Maresh

SIGNATURE: /Catherine C. Maresh/

DATE SIGNED: 08/10/2022

Total Attachments: 5

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**NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

THIS NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated as of August 9, 2022 (this "Trademark Security Agreement"), is made by Academy Bus, L.L.C., a New Jersey limited liability company (the "Grantor"), in favor of 1903P Loan Agent, LLC, in its capacity as agent for certain lenders (the "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor and the Grantee have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor has entered into a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Grantee;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the lenders a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office) (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement.

2. Grant of Security Interest. The Grantor does hereby pledge unto the Grantee and grants to the Grantee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

3. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.

4. Recordation. The Grantor hereby requests and authorizes the United States Patent and Trademark Office to record this Trademark Security Agreement against the Collateral.

5. Counterparts. This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile or other electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed original.

6. Governing Law. This Trademark Security Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York without regard to conflicts of law principles (other than sections 5-1401 and 5-1402 of the New York General Obligations Law) that would require application of the laws of another jurisdiction.

[Signature pages follow]

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

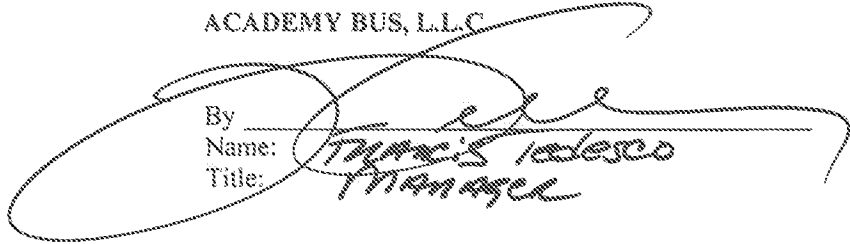
GRANTOR:

ACADEMY BUS, L.L.C

By

Name:

Title:

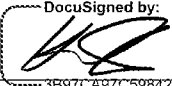


THOMAS TEDESCO
MANAGER

[Signature Page to Trademark Security Agreement]

GRANTEE:

1903P LOAN AGENT, LLC

By  _____
Name: Kyle Shonak
Title: Senior Managing Director

SCHEDULE 1

ACTIVE REGISTRATIONS

	TRADEMARK	GRAPHICS/LOGO	REG. NO.	REG. DATE	STATUS	DEADLINE
1	A ACADEMY (logo)		5074123	11/01/16	Registered; Ready for renewal	11/01/22
2	A ACADEMY (logo)		5073991	11/01/16	Registered; Ready for renewal	11/01/22
3	A ACADEMY (logo)		5073990	11/01/16	Registered; Ready for renewal	11/01/22
4	ACADEMY (logo)		5074122	11/01/16	Registered; Ready for renewal	11/01/22
5	ACADEMY (logo)		5073989	11/01/16	Registered; Ready for renewal	11/01/22
6	ACADEMY (words only)	---	5073988	11/01/16	Registered; Ready for renewal	11/01/22
7	ACADEMY A (logo)		5073992	11/01/16	Registered; Ready for renewal	11/01/22
8	WE KNOW THE WAY (words only)	---	5074124	11/01/16	Registered; Ready for renewal	11/01/22
9	ACADEMY A (logo)		5073987	11/01/16	Registered; Ready for renewal	11/01/22