

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Bird Body Company		11/17/2023	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Collateral Agent		
Street Address:	320 South Canal Street		
Internal Address:	Attention: Jonathan Sarmini		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Charitable Trust: CANADA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	88411610	X-PARTS	
Serial Number:	88411617	X-PARTS	
Serial Number:	85840227		
Serial Number:	85632876	ALL AMERICAN	
Serial Number:	77183858	BLUE BIRD	
Serial Number:	77182359		
Serial Number:	78337636	BLUE BIRD	
Serial Number:	78196607	BLUE BIRD VISION	
Serial Number:	73417010		
Serial Number:	73417011	BLUE BIRD	
Serial Number:	73363221	MICRO-BIRD	
Serial Number:	73050230		
Serial Number:	72243081	BLUE BIRD	
Serial Number:	72123516	BLUE BIRD	
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>			

CH \$365.00 88411610

Phone: 3127018637
Email: ipdocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 23751322

NAME OF SUBMITTER: William R. Siegel

SIGNATURE: /william r siegel/

DATE SIGNED: 11/17/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2023, between **BLUE BIRD BODY COMPANY**, a Georgia corporation (the “**Grantor**”), and Bank of Montreal, as Collateral Agent.

WHEREAS, the Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Blue Bird Body Company, a Georgia corporation (the “**Borrower**”), Blue Bird Corporation, a Delaware corporation (“**Holdings**”), each Intermediate Parent party thereto from time to time, certain Subsidiaries from time to time party thereto, as Subsidiary Guarantors, the banks and financial institutions from time to time party thereto, as Lenders and Bank of Montreal, as Collateral Agent and Administrative Agent, are parties to that certain Credit Agreement, dated as of November 17, 2023 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of November 17, 2023 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, Holdings, the other Grantors party thereto from time to time and Bank of Montreal, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee, its successors and assigns, for the benefit of the Secured Parties, to secure the payment and performance, as the case may be, in full of the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all Proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLUE BIRD BODY COMPANY

By: 
Name: Razvan Radulescu
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

BANK OF MONTREAL as Collateral Agent

By: 
Name: Jonathan Sarmini
Title: Vice President

[Signature Page to Trademark Security Agreement]

Schedule 1
to Trademark Security Agreement

**BLUE BIRD BODY COMPANY
TRADEMARKS**

Owner	Trademark	App. No.	Reg. No.	Status
Blue Bird Body Company	X-PARTS	88411610	6196115	Registered
Blue Bird Body Company	X-PARTS 	88411617	6081446	Registered
Blue Bird Body Company	Design Only 	85840227	4452567	Registered
Blue Bird Body Company	ALL AMERICAN	85632876	4352707	Registered
Blue Bird Body Company	BLUE BIRD	77183858	3372355	Registered
Blue Bird Body Company	Design Only 	77182359	3372258	Registered
Blue Bird Body Company	BLUE BIRD 	78337636	3007300	Registered
Blue Bird Body Company	BLUE BIRD VISION	78196607	2883096	Registered
Blue Bird Body Company	Design Only 	73417010	1273440	Registered
Blue Bird Body Company	BLUE BIRD 	73417011	1292132	Registered
Blue Bird Body Company	MICRO-BIRD 	73363221	1264874	Registered

Blue Bird Body Company	Design Only 	73050230	1047625	Registered
Blue Bird Body Company	BLUE BIRD	72243081	832107	Registered
Blue Bird Body Company	BLUE BIRD	72123516	732400	Registered