

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM865460

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coach USA, Inc.		04/16/2019	Corporation: DELAWARE
Coach USA Administration, Inc.		04/16/2019	Corporation: NEVADA
Hudson Transit Lines, Inc.		04/16/2019	Corporation: DELAWARE
Airport Supersaver, Inc.		04/16/2019	Corporation: ILLINOIS
TRT Transportation, Inc.		04/16/2019	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	1800 Century Park E
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	86117565	STAY CONNECTED
Serial Number:	86074722	FROM \$1**PLUS A RESERVATION FEE
Serial Number:	86074701	MEGABUS.COM FROM \$1** PLUS A RESERVATION
Serial Number:	85232170	MEGABUS.COM
Serial Number:	78452033	MEGABUS
Serial Number:	78458889	
Serial Number:	87329307	MEGABUS
Serial Number:	87329389	
Serial Number:	88637881	ITHACA PLATINUM EXPRESS SERVICE
Serial Number:	98033908	DESTINATION ZERO BACK TO BASICS TRUST .
Serial Number:	90204200	CUSTOM COMMUTE
Serial Number:	88172901	C COACH USA AIRPORT EXPRESS

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

900825465

REEL: 008307 FRAME: 0126

OP \$315.00 86117565

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: 312-201-4000
Email: kristina.bunker@goldbergkohn.com
Correspondent Name: Goldberg Kohn Ltd. c/o Kristina Bunker
Address Line 1: 55 E Monroe St, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Kristina Bunker
SIGNATURE:	/s/ kab
DATE SIGNED:	01/03/2024

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of April, 2019, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 16, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **PROJECT KENWOOD INTERMEDIATE HOLDINGS III, LLC**, a Delaware limited liability company ("Parent"), **PROJECT KENWOOD ACQUISITION, LLC**, a Delaware limited liability company ("Administrative Borrower"), each other borrower listed on the signature pages thereto (together with Administrative Borrower, and each other Subsidiary of Administrative Borrower that becomes a Borrower pursuant thereto are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Guaranty and Security Agreement, dated as of April 16, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License; provided that any United States intent-to-use trademark applications, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, shall constitute an Excluded Asset, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

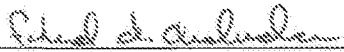
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

"Grantors"

COACH USA, INC.
COACH USA ADMINISTRATION, INC.
HUDSON TRANSIT LINES, INC.
AIRPORT SUPERSAVER, INC.
TRT TRANSPORTATION, INC.

By: 
Name: Farhaad Chanduwadia
Title: President of each of the foregoing Grantors

[Signature Page to Trademark Security Agreement]

"Agent"

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,

a national banking association

By: 

Name: Robert H. Milhorat

Its Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008307 FRAME: 0132

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.		App/Reg Date	
Coach USA, Inc.	US Federal	COACH USA & Design 	75/133,711	2,148,283	15-Jul-96	31-Mar-98
Coach USA, Inc.	US Federal	COACH USA	75/737,157	2,322,634	25-Jun-99	22-Feb-00
Coach USA, Inc.	US Federal	EVERYWHERE YOU NEED US MOST	75/761,499	2,382,969	27-Jul-99	5-Sep-00
Coach USA, Inc.	US Federal	Flying C Design 	75778526	2,353,863	16-Aug-99	30-May-00
Coach USA, Inc.	US Federal	American Coach	75782551	2412201	25-Aug-99	12-Dec-00
Coach USA, Inc.	US Federal	American Coach Lines	75782552	2408316	25-Aug-99	28-Nov-00
Coach USA, Inc.	US Federal	COACH USA	76/303,879	2,723,333	23-Aug-01	10-Jun-03
Coach USA, Inc.	US Federal	NEWARK AIRPORT EXPRESS & Design	78/132,857	2,750,365	3-Jun-02	12-Aug-03
Coach USA, Inc.	US Federal	NEWARK LIBERTY AIRPORT EXPRESS	78/176,979	2,898,111	22-Oct-02	26-Oct-04
Coach USA, Inc.	US Federal	AMERICAN COACH & Design 		3096059	3-Dec-03	23-May-06
Coach USA, Inc.	US Federal	C COACH USA & Design 	78/430,689	3,044,960	7-Jun-04	17-Jan-06
Coach USA, Inc.	US Federal	COACH USA	78/430,685	3,044,959	7-Jun-04	17-Jan-06

Coach USA, Inc.	US Federal	AIRPORT SUPERSAVER	85/147,754	3,973,791	7-Oct-10	7-Jun-11
Coach USA, Inc.	US Federal	Dillon's	76705554	3995486	12-Dec-10	19-Jul-11
Coach USA, Inc.	US Federal	Dillon's with design 	76705946	3995509	10-Jan-11	19-Jul-11
Coach USA, Inc.	US Federal	DILLON'S BUS SERVICE, INC.	76705945	4027341	10-Jan-11	20-Sep-11
Coach USA, Inc.	US Federal	DILLON'S BUS SERVICE, INC. With  design	76705944	4027340	10-Jan-11	20-Sep-11
Coach USA, Inc.	US Federal	DILLON'S BUS SERVICE, INC. With design 	76705943	4027339	10-Jan-11	20-Sep-11
Coach USA, Inc.	US Federal	C COACH USA & Design  Coach USA	85/693,483	4416945	2-Aug-12	15-Oct-13
Coach USA, Inc.	US Federal	C COACH USA & Design (Color)	85/693,490	4,416,946	2-Aug-12	15-Oct-13
Coach USA, Inc.	US Federal	C & Design  Coach USA	75/778,526	2,353,863	16-Aug-99	30-May-00
Coach USA, Inc.	US Federal	KERRVILLE BUS  COMPANY	85/834,129	4399501	28-Jan-13	10-Sep-13f
Coach USA, Inc.	US Federal	Kerrville with Design	86249751	4644674	11-Apr-14	25-Nov-14



Hudson Transit Lines, Inc.	US Federal	SHORTLINE (Stylized) 	72/260,746	0,891,407	14-Dec-66	19-May-70
Hudson Transit Lines, Inc.	US Federal	SL SHORTLINE & Design (SL in a circle) 	85/023,280	3928054	26-Apr-10	8-Mar-11
TRT Transportation, Inc.	US Federal	RIDE THE RED AND GREEN TROLLEYS	75/675,823	2,537,578	6-Apr-99	12-Feb-02
TRT Transportation, Inc.	US Federal	CHICAGO TROLLEY	75/675,853	2,644,925	6-Apr-99	5-Nov-02
TRT Transportation, Inc.	US Federal	CHICAGO TROLLEY	75/981,339	2,586,774	6-Apr-99	25-Jun-02
TRT Transportation, Inc.	US Federal	CHICAGO TROLLEY & DOUBLE DECKER CO. & Design (Trolley & Double Decker Bus) 	77/767,930	3,827,079	25-Jun-09	3-Aug-10
TRT Transportation, Inc.	US Federal	HOP-ON TO TOUR. HOP-OFF TO EXPLORE. REPEAT AS DESIRED.	85/372,308	4,212,510	15-Jul-11	25-Sep-12
TRT Transportation, Inc.	US Federal	EXPLORE STORE	85/837,804	4530620	31-Jan-13	13-May-14
Coach USA, Inc.	US Federal	Coach USA Airport Express	88/151,101		11-Oct-18	
Coach USA, Inc.	US Federal	ALL WEST	88/151,115		11-Oct-18	
Coach USA, Inc.	US Federal	Stewart Airport Express	88/151,122		11-Oct-18	

Coach USA, Inc.	US Federal	Coach USA Airport Express	88/172898		30-Apr-19	
Coach USA, Inc.	US Federal	All West	88/172891		29-Oct-18	
Coach USA, Inc.	US Federal	STEWART AIRPORT EXPRESS COACH USA	88/172894		29-Oct-18	

SUPPLEMENTAL SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

(Supplemented Pursuant to Paragraph 5 of the Trademark Security Agreement)

Trademark Registrations/Applications

GRANTOR	COUNTRY	MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
Coach USA Administration, Inc.	US Federal	STAY CONNECTED	86117565	4525918	05-06-2014
Coach USA Administration, Inc.	US Federal	FROM \$1**PLUS A RESERVATION FEE	86074722	4651445	12-09-2014
Coach USA Administration, Inc.	US Federal	MEGABUS.COM FROM \$1** PLUS A RESERVATION FEE	86074701	4651444	12-09-2014
Coach USA Administration, Inc.	US Federal	MEGABUS.COM	85232170	4064747	11-29-2011
Coach USA Administration, Inc.	US Federal	Megabus	78452033	3027531	12-13-2005
Coach USA Administration, Inc.	US Federal		78458889	3100049	01-06-2006
Coach USA Administration, Inc.	US Federal	Megabus	87329307	5373185	01-09-2018
Coach USA Administration, Inc.	US Federal		87329389	5377840	01-16-2018
Coach USA Inc.	US Federal	ITHACA PLATINUM EXPRESS SERVICE	88637881	6046629	05-05-2020
Coach USA Inc.	US Federal	DESTINATION ZERO BACK TO BASICS TRUST · RESPECT · COMMUNICATION · TRAINING C	98033908	N/A	N/A
Coach USA Inc.	US Federal	CUSTOM COMMUTE	90204200	6457725	08-17-2021

GRANTOR	COUNTRY	MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
Coach USA Inc.	US Federal	C COACH USA AIRPORT EXPRESS	88172901	6278380	02-23-2021