

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest previously recorded at Reel/Frame No. 1814/0712		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia		08/19/2005	Collateral Agent:
RECEIVING PARTY DATA			
Name:	New Flyer Industries, Limited		
Street Address:	711 Kernaghan Avenue		
City:	Winnipeg		
State/Country:	CANADA		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1577351	NEW FLYER	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198928		
Email:	enunn@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Attn: Elizabeth A. Nunn		
Address Line 4:	New York, NEW YORK 10036		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

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NAME OF SUBMITTER:	Elizabeth A. Nunn
Signature:	/Elizabeth A. Nunn/
Date:	08/25/2005
Total Attachments: 4 source=nova#page1.tif source=nova#page2.tif source=nova#page3.tif source=nova#page4.tif	

TRADEMARK RELEASE

This Release granted on this 19th day of August, 2005, by The Bank of Nova Scotia, as Collateral Agent ("Collateral Agent"), to New Flyer Industries, Limited, a Canadian corporation with principal offices at 711 Kernaghan Avenue, Winnipeg, Canada ("Assignor"), as follows:

W I T N E S S E T H

WHEREAS, the Assignor has heretofore granted to the Collateral Agent a security interest in certain U.S. trademarks, trademark registrations and trademark applications as more particularly set forth on Schedule A attached hereto (the "Marks") to secure the Obligations (as defined in the Security Agreement, dated October 15, 1998, between the Collateral Agent and the Assignor (the "Security Agreement")); and

WHEREAS, the Collateral Agent wishes to release and restore all right, title and interest in and to the Marks to the Assignor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule A hereto.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby releases, discharges, quit claims and relinquishes unto the Assignor any and all right, title and interest in and to the Marks, and more particularly, (i) the security interest in the trademarks, trademark registrations and trademark applications as set forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Uniform Commercial Code as in effect in the State of New York on October 15, 1998 or under other relevant law) and products of the Marks, (iii) the goodwill of the business symbolized by the Marks and (iv) all causes of action arising prior to October 15, 1998 for infringement of any of the Marks or unfair

competition regarding the same, and granted to Collateral Agent by the Assignor by the Security Agreement, which Assignment was duly recorded on November 16, 1998 at Trademark Reel 1814, Frame 0712 in the United States Patent and Trademark Office.

* * *

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed on the date first written above.

THE BANK OF NOVA SCOTIA,
as Collateral Agent

By 
Name: Robert Bruce Lockie
Title: Vice President

SCHEDULE A

REGISTRATION NO.	MARK	REG. DATE
1,577,351	New Flyer	Jan. 16, 1990