

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		First Amendment, Ratification and Confirmation of Patent, Trademark and Copyright Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NABI GYARTO ES KERESKEDELMI KORLATOLT FELELOSSEGU TARSASAG aka NABI Manufacturing and Trading Limited Liability Company		10/15/2010	LIMITED LIABILITY COMPANY: HUNGARY
RECEIVING PARTY DATA			
Name:	THE CIT GROUP/BUSINESS CREDIT, INC.		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2828738	NABI NORTH AMERICAN BUS INDUSTRIES RT.	
CORRESPONDENCE DATA			
Fax Number:	(215)564-8120		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-564-8602		
Email:	svictor@stradley.com		
Correspondent Name:	Sheila Victor for Kim R. Jessum, Esq.		
Address Line 1:	Stradley Ronon Stevens & Young, LLP		
Address Line 2:	2600 One Commerce Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	158430-1027		

CH \$40.00 2828738

NAME OF SUBMITTER:	Sheila Victor
Signature:	/Sheila Victor/
Date:	10/19/2010
Total Attachments: 10 source=158430-1027-Executed-FirstAmendment-SecurityAgreementDatedOctober15-2010#page1.tif source=158430-1027-Executed-FirstAmendment-SecurityAgreementDatedOctober15-2010#page2.tif source=158430-1027-Executed-FirstAmendment-SecurityAgreementDatedOctober15-2010#page3.tif source=158430-1027-Executed-FirstAmendment-SecurityAgreementDatedOctober15-2010#page4.tif source=158430-1027-Executed-FirstAmendment-SecurityAgreementDatedOctober15-2010#page5.tif source=158430-1027-Executed-FirstAmendment-SecurityAgreementDatedOctober15-2010#page6.tif source=158430-1027-Executed-FirstAmendment-SecurityAgreementDatedOctober15-2010#page7.tif source=158430-1027-Executed-FirstAmendment-SecurityAgreementDatedOctober15-2010#page8.tif source=158430-1027-Executed-FirstAmendment-SecurityAgreementDatedOctober15-2010#page9.tif source=158430-1027-Executed-FirstAmendment-SecurityAgreementDatedOctober15-2010#page10.tif	

**FIRST AMENDMENT, RATIFICATION AND CONFIRMATION OF PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

THIS FIRST AMENDMENT, RATIFICATION AND CONFIRMATION OF PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Amendment") is entered into as of this 15th day of October, 2010 by and between THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, as administrative agent for the lenders under the Financing Agreement (the "Grantee") and NABI GYÁRTÓ ÉS KERESKEDELMI KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG (aka NABI Manufacturing and Trading Limited Liability Company), a Hungarian limited liability company ("Grantor").

BACKGROUND

A. Grantor, Lenders, Grantee and certain other parties have entered into a Financing Agreement dated as of June 12, 2006 (as the same has been amended, restated, supplemented or otherwise modified from time to time through the date hereof, the "Existing Credit Agreement") pursuant to which, *inter alia*, Lenders have agreed, subject to the terms and conditions set forth in the Existing Credit Agreement, to make certain loans and other financial accommodations to Borrower.

B. Grantor and Grantee have entered into a Patent, Trademark and Copyright Security Agreement dated as of July 13, 2006 (as the same has been or may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

C. On the date hereof, Grantor, Lenders, Grantee and certain other parties are entering into an Amended and Restated Financing Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "A&R Credit Agreement").

D. Grantor and Grantee desire to amend, ratify and confirm the terms and conditions of the IP Security Agreement as set forth herein.

E. All capitalized terms used and not otherwise defined herein shall have the meanings provided for such terms in the IP Security Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **References to Defined Terms.** Each reference in IP Security Agreement to the "Financing Agreement" shall mean and refer to the Existing Credit Agreement, as amended and restated by the A&R Credit Agreement.

2. **References to IP Security Agreement.** Each reference in the IP Security Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of like import shall mean and be a reference to the IP Security Agreement as amended by this Amendment and each reference to the IP Security Agreement in any other document, instrument or agreement executed and/or delivered in connection with the IP Security Agreement, the A&R Credit Agreement or any other Loan Documents (as defined in the A&R Credit Agreement) shall mean and be a reference to the IP Security Agreement, as amended by this Amendment.

3. **Schedules.** The Schedules to the IP Security Agreement are hereby amended and restated in their entirety by the Schedules attached hereto as **Exhibit "A"**.

4. **Ratification, Confirmation and Agreement.**

(a) **No Other Modifications; Ratification.** The parties hereto do hereby ratify, confirm and acknowledge that, except as expressly set forth in this Amendment, all of the terms and conditions in the IP Security Agreement are valid, binding and remain in full force and effect and are hereby ratified, confirmed and continued.

(b) **Nonwaiver.** The parties hereto do hereby ratify, confirm and acknowledge that, except as otherwise provided in this Amendment, the execution, delivery, performance and effectiveness of this Amendment shall not operate as, or be deemed or construed to be, a waiver: (i) of any right, power or remedy of Lenders or Grantee under the IP Security Agreement, or (ii) of any term, provision, representation, warranty or covenant contained in the IP Security Agreement. Further, none of the provisions of this Amendment shall constitute, be deemed to be or construed as, a waiver of any Default or Event of Default under the IP Security Agreement.

(c) **Performance.** The parties hereto do hereby covenant and agree to perform all of their respective obligations under the IP Security Agreement, as amended hereby.

(d) **No Novation or Release.** The parties hereto do hereby acknowledge and agree that nothing contained in this Amendment, nor any actions taken pursuant to the terms hereof, are intended to constitute a novation or release of the IP Security Agreement.

5. **Representations and Warranties.** Grantor hereby represents and warrants to Grantee as follows:

(a) **The Amendment.** The execution, delivery and performance by Grantor of this Amendment, (i) has been duly authorized by all necessary action, and (ii) does not and will not contravene its formation or governing documents, or any applicable law or any contractual restriction binding on or otherwise affecting it or any of its properties. This Amendment has been duly and validly executed by an authorized executive officer of Grantor and constitutes the legal, valid and binding obligation of Grantor enforceable against Grantor in accordance with its terms.

(b) **No Default or Event of Default.** No Default or Event of Default has occurred or now exists under the IP Security Agreement, as amended by and after giving effect to this Amendment, and no Default or Event of Default will occur as a result of the effectiveness of this Amendment.

(c) **Restatement of Representations and Warranties.** The representations and warranties of Grantor contained in the IP Security Agreement, as amended by and after giving effect to this Amendment, are true and correct on and as of the date of this Amendment as though made on the date of this Amendment, it being understood and agreed that any representation or warranty which by its terms was made as of a specified date shall be required to be true and correct only as of such specified date.

6. **General Release, Indemnity.**

(a) **Release.** In consideration of, among other things, Grantee's execution and delivery of this Amendment and the A&R Credit Agreement, Grantor, on behalf of itself and its successors and assigns (collectively, "Releasers"), hereby forever waives, releases and discharges to the fullest extent permitted by law, and hereby agrees to hold each Releasee (as defined below) harmless from, any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and

recoupment), causes of action, demands, suits, costs and expenses, and damages (collectively, the "Claims"), that any Releasor now has or hereafter may have, of whatsoever nature and kind, whether known or unknown, whether now existing or hereafter arising, whether arising at law or in equity, against Grantee, the Lenders and their respective affiliates, shareholders and "controlling persons" (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, consultants, agents, attorneys and other representatives of each of the foregoing (collectively, the "Releasees"), based in whole or in part on facts, whether or not now known, existing on or before the execution of this Amendment; provided that (i) such release shall only relate to Claims arising directly and primarily from or relating directly and primarily to the Loan Documents and (ii) such release shall not apply to Claims resulting from the gross negligence or willful misconduct of the Releasee relating directly and primarily to the Loan Documents. In entering into this Amendment, Grantor has consulted with, and been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and hereby agree and acknowledge that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity hereof. The provisions of this **Section 6** shall survive the termination of the Financing Agreement and the other Loan Documents and payment in full of the Obligations.

(b) Indemnity. Grantor hereby agrees that its obligation to indemnify and hold the Releasees harmless as set forth in **Section 6** hereof shall include an obligation to indemnify and hold Releasees harmless with respect to any and all liabilities, obligations, losses, penalties, actions, judgments, suits, costs, expenses (including, without limitation, reasonable attorney's fees and expenses) or disbursements of any kind or nature whatsoever incurred by the Releasees, or any of them, whether direct, indirect or consequential, as a result of or arising from or relating to any proceeding by, or on behalf of any Person, including, without limitation, the respective officers, directors, agents, trustees, creditors, equity owner of Grantor, whether threatened or initiated, asserting any claim for legal or equitable remedy under any statute, regulation or common law principle arising from or in connection with the negotiation, preparation, execution, delivery, performance, administration and enforcement of this Amendment or any other document executed in connection herewith; provided that Grantor shall not have any indemnification obligation to any Releasee pursuant to this **Section 6** with respect to liabilities to the extent resulting from the gross negligence or willful misconduct of any Releasee. If and to the extent that the foregoing undertaking is adjudged by a final judicial determination to be unenforceable for any reason, Grantor agrees to make the maximum contribution to the payment and satisfaction thereof which is permissible under applicable law. The foregoing indemnity shall survive the termination of the Financing Agreement and the other Loan Documents and the payment in full of the Obligations.

(c) Ratification of Liability. Subject to the terms of the Financing Agreement and the other Loan Documents, including, without limitation, this Amendment, Grantor as debtor, grantor, pledgor, guarantor, assignor, or in other similar capacity in which Grantor grants liens or security interests in its properties or otherwise acts as accommodation party or guarantor, as the case may be, hereby ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents (as amended hereby) to which it is a party (including, without limitation, the obligation to pay interest at the Post-Default Rate on account of Events of Default heretofore occurring, currently pending or hereafter arising) and, to the extent Grantor granted liens on or security interests in any of its properties pursuant to any such Loan Document as security for or otherwise guaranteed any or all Obligations under or with respect to the Loan Documents, Grantor hereby ratifies and reaffirms such guarantee and grant of security interests and liens and confirms and agrees that such security interests and liens hereafter secure all of the Obligations as amended hereby. Grantor hereby consents to this Amendment.

7. Miscellaneous.

(a) Confirmation of Background. Grantee hereby ratifies, confirms and acknowledges that the statements contained in the foregoing Background are true, accurate and complete in all respects.

(b) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York with out giving effect to the conflict of laws rules thereof.

(c) Severability. The provisions of this Amendment are deemed to be severable and any provision of this Amendment which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Amendment.

(d) Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto and separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute but one and the same instrument.

(e) Headings. The headings used in this Amendment are for the convenience of reference only and are not a part of this Amendment for any other purpose.

(f) Binding Effect. This Amendment shall be binding upon the successors, assigns and personal representatives of Grantor, and shall inure to the benefit of the successors and assigns of Grantee.

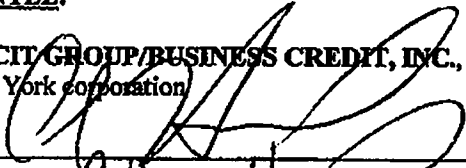
(g) Negotiations. The parties to this Amendment acknowledge and agree that all of the provisions contained herein were negotiated and agreed to in good faith after discussion with Grantee and Lenders.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

GRANTEE:

THE CITI GROUP/BUSINESS CREDIT, INC.,
a New York corporation

By: 
Name: Andrew Haysom
Title: VP

GRANTOR:

**NABI GYÁRTÓ ÉS KERESKEDELMI
KORLÁTOLT FELELŐSÉGŰ TÁRSASÁG (aka
NABI Manufacturing and Trading Limited Liability
Company), a Hungarian limited liability company**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

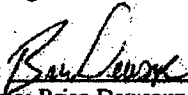
GRANTEE:

THE CIT GROUP/BUSINESS CREDIT, INC.,
a New York corporation

By: _____
Name: _____
Title: _____

GRANTOR:

NABI GYÁRTÓ ÉS KERESKEDELMI
KORLÁTOLT FELELŐSÉGŰ TÁRSASÁG
(A/K/A NABI MANUFACTURING AND
TRADING LIMITED LIABILITY COMPANY),
a Hungarian limited liability company

By:  _____
Name: Brian Dewsnup _____
Title: Chief Financial Officer _____

FIRST AMENDMENT, RATIFICATION AND CONFIRMATION OF PATENT, TRADEMARK, AND
COPYRIGHT SECURITY AGREEMENT (NABI KFT)

TRADEMARK
REEL: 004299 FRAME: 0239

EXHIBIT "A"

TO

**FIRST AMENDMENT, RATIFICATION AND CONFIRMATION
OF PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

Updated Schedules to IP Security Agreement

See Attached.

SCHEDULE A

Registered Trademarks and Pending Trademark Applications

REGISTERED TRADEMARKS

MARK	REG. NO.	REG. DATE
NABI North American Bus Industries Rt. (stylized)	2,828,738	4/6/04

PENDING TRADEMARK APPLICATIONS

MARK	APP. NO.	AP. DATE
None.		

SCHEDULE B

Registered Patents and Pending Patent Applications

REGISTERED PATENTS

PATENT	REG. NO.	REG. DATE
Drive unit suspension structure, mainly for rear engine bus	7334659	2/26/08
Vehicle frame mainly for buses	7077459	7/18/06
Bus	D537755	3/6/07

PENDING PATENT APPLICATIONS

PATENT	APP. NO.	AP. DATE
None.		

SCHEDULE C

Registered Copyrights and Pending Copyrights Applications

REGISTERED COPYRIGHTS

COPYRIGHT	REG. NO.	REG. DATE
None.		

PENDING COPYRIGHT APPLICATIONS

COPYRIGHT	APP. NO.	AP. DATE
None.		