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Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Collins Industries, Inc.		10/31/2006	CORPORATION: MISSOURI
Collins Bus Corporation		10/31/2006	CORPORATION: KANSAS
Wheeled Coach Industries, Inc.		10/31/2006	CORPORATION: FLORIDA
Capacity of Texas, Inc.		10/31/2006	CORPORATION: TEXAS
World Trans, Inc.		10/31/2006	CORPORATION: KANSAS
Mobile Products, Inc.		10/31/2006	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	ORIX Finance Corp.
Street Address:	1717 Main Street
Internal Address:	Suite 1100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	1643534	DURA-RIDE
Registration Number:	0981553	CAPACITY
Registration Number:	1000490	LAY-MOR
Registration Number:	1069353	SAF-T-LOCK
Registration Number:	1063759	OCTAFLASH
Registration Number:	1159064	FLIP SEAT
Registration Number:	1326822	COLLINS
Registration Number:	1316884	YARDMASTER
Registration Number:	1413260	WHEELED COACH

TRADEMARK

REEL: 003442 FRAME: 0321

Registration Number:	1424769	
Registration Number:	1460785	COLLINS BUS CORPORATION
Registration Number:	1554610	WORLD TRANS
Registration Number:	1644978	STEP-LIFT
Registration Number:	2050808	MAV
Registration Number:	2125595	BANTAM
Registration Number:	2261938	FIRE MEDIC
Registration Number:	2262400	ENTERSAFE
Registration Number:	2260813	P.A.F. SYSTEM
Registration Number:	2266756	P.A.F. SYSTEM PURE AIR FILTRATION SYSTEM
Registration Number:	2437856	WORLD TRANS, INC.
Registration Number:	2268822	W
Registration Number:	2268867	CARE CADDY
Registration Number:	3053908	VISTA CAB
Registration Number:	2429342	MID BUS
Registration Number:	2405671	MID BUS
Registration Number:	2421478	MODUVAN
Registration Number:	2858312	CRUSADER
Registration Number:	2938860	CITIMEDIC
Registration Number:	2961220	DURALITE
Registration Number:	3006620	DIGMASTER
Registration Number:	3053905	THE GENERAL
Registration Number:	3053907	WALDON
Registration Number:	3092401	DURASEAM
Registration Number:	3101717	DURASTRAINT
Serial Number:	78389068	C CAPACITY
Serial Number:	78931510	DURASAFE MODULE

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8008339848

Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company

Address Line 1: 80 State Street

Address Line 2: 6th Floor

Address Line 4: Albany, NEW YORK 12207

TRADEMARK

REEL: 003442 FRAME: 0322

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	12/12/2006
Total Attachments: 18	
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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made on the 31st day of October, 2006, by and among Collins Industries, Inc., a Missouri corporation having a mailing address at 15 Compound Drive, Hutchinson, Kansas 67502-4349 ("Collins"), Collins Bus Corporation, a Kansas corporation having a mailing address at 415 West Sixth, South Hutchinson, Kansas 67505 ("Bus"), Wheeled Coach Industries, Inc., a Florida corporation having a mailing address at P.O. Box 67739, Orlando. Florida 32867-7339 ("WCI"), Capacity of Texas, Inc., a Texas corporation having a mailing address at 401 Capacity Drive, Longview, Texas 75604-5341 ("Capacity"), World Trans, Inc., a Kansas corporation having a mailing address at 401 Capacity Drive, Longview, Inc., a Kansas corporation having a mailing address at 401 Capacity Drive, Longview, Texas 75604-5341 ("Mobile Products", and together with Collins, Bus, WCI, Capacity, and World Trans, each a "Grantor" and collectively, the "Grantors") and ORIX Finance Corp., as agent for Lenders (as defined below) having a mailing address at 1717 Main Street, Suite 1100, Dallas, Texas 75201 ("Agent").

BACKGROUND

Grantors, certain other Loan Parties, and Agent have entered into a Loan and Security Agreement of even date herewith (as amended, modified, restated or supplemented from time to time, the "Loan Agreement") with the various financial institutions named therein or which hereafter become a party thereto (each a "Lender" and collectively, "Lenders") and Agent providing for financial accommodations by Agent to Borrowers (as defined in the Loan Agreement). In order to induce Agent and Lenders to execute and deliver the Loan Agreement, each Grantor agreed to execute and deliver to Agent for its benefit and for the ratable benefit of Lenders this Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, this "Agreement").

NOW, THEREFORE, in consideration of the premises, each Grantor and Agent hereby agree as follows:

1. <u>Defined Terms</u>. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Loan Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"<u>Licenses</u>" shall mean the trademark license agreements of each Grantor designated on <u>Schedule I</u> hereto, as any of the same may from time to time be amended, modified or supplemented.

"Proceeds" shall have the meaning assigned to it under Section 9-102(64) of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to any Grantor from time to time with

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respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to any Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Trademarks" shall mean, with respect to any Grantor, the registered trademarks and pending applications shown under such Grantor's name in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by such Grantor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by such Grantor.

- 2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, each Grantor hereby grants and conveys to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to (a) the entire right, title and interest of such Grantor in and to such Grantor's Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by such Grantor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (b) all of such Grantor's right, title and interest in, to and under the following:
 - (a) all Licenses;
- (b) all Accounts, contract rights and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of such Grantor to terminate any such License or to perform and to exercise all remedies thereunder); and,
- (c) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereafter collectively called the "Collateral."
 - 3. Representations and Warranties. Each Grantor covenants and warrants that:
- (a) Such Grantor's Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;
- (b) To the best of such Grantor's knowledge, each of such Grantor's Trademarks is valid and enforceable;

- (c) There is no outstanding claim that the use of any of such Grantor's Trademarks violates the rights of any third person;
- (d) Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of such Grantor's Trademarks, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by such Grantor not to sue third persons), except for the Licenses disclosed on <u>Schedule I</u> attached hereto;
- (e) Such Grantor has the right to enter into this Agreement and perform its terms;
- (f) Such Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and
- (g) Such Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.
- 4. <u>Right of Inspection</u>. Each Grantor hereby grants to Agent and its employees and agents the right to visit such Grantor's plants and facilities in accordance with subsection 4.21 of the Loan Agreement. Each Grantor shall use its best efforts to do any and all acts required by Agent to ensure such Grantor's compliance with paragraph 3(g) above.

5. New Trademarks.

- (a) If, before the Obligations shall have been irrevocably paid in full in cash and the Loan Agreement is irrevocably terminated, any Grantor shall obtain rights to any new Trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, the provisions of paragraph 2 shall automatically apply thereto and such Grantor shall give Agent prompt written notice thereof.
- (b) Each Grantor grants Agent a power-of-attorney, irrevocable so long as the Loan Agreement is in existence, to modify this Agreement by amending <u>Schedule A</u> to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Agreement.
- 6. <u>Covenants</u>. Each Grantor covenants and agrees with Agent that from and after the date of this Agreement and until the Obligations are fully satisfied in cash and the Loan Agreement is irrevocably terminated:
- (a) <u>Further Documentation; Pledge of Instruments</u>. At any time and from time to time, upon the written request of Agent, each Grantor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Agent may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights

and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Each Grantor also hereby authorizes Agent to file any such financing or continuation statement without the signature of such Grantor to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Agent hereunder, duly endorsed in a manner satisfactory to Agent.

- (b) Maintenance of Trademarks. Each Grantor will not do any act, or omit to do any act, whereby such Grantor's Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value unless senior management of the relevant Grantor determines to do so in the exercise of its reasonable business judgment, and shall notify Agent immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Each Grantor shall take such acts as it deems appropriate at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses.
- (c) <u>Indemnification</u>. Each Grantor assumes all responsibility and liability arising from the use of the Trademarks, and each Grantor hereby indemnifies and holds Agent and Lenders harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any Grantor's operations of its business from the use of the Trademarks. In any suit, proceeding or action brought by Agent or any Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, each Grantor will indemnify and keep Agent and Lenders harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of any Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from such Grantor, and all such obligations of such Grantor shall be and remain enforceable against and only against such Grantor and shall not be enforceable against Agent or any Lender.
- (d) <u>Limitation of Liens on Collateral</u>. No Grantor will create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral (other than Permitted Encumbrances), and will defend the right, title and interest of Agent in and to any of Grantors' rights under any License and to the Proceeds thereof against the claims and demands of all persons whomever.
- (e) <u>Limitations on Modifications of Licenses</u>. No Grantor will amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral.
- (f) <u>Notices</u>. Each Grantor will advise Agent promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral (other than Permitted Encumbrances), (ii) of any material change in the composition of the Collateral and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of

the Collateral or on the security interests created hereunder.

- (g) <u>Limitation on Further Uses of Trademarks</u>. Unless expressly permitted by the Loan Agreement, no Grantor will assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Agent.
- (h) Exercise of Rights; Delivery of Notices. Each Grantor shall (i) exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination) and (ii) deliver to Agent a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

7. Agent's Appointment as Attorney-in-Fact.

- (a) Each Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time in Agent's discretion, for the purposes of carrying out the terms of this Agreement, to do the following:
- (i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of such Grantor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due under any License whenever payable;
- (ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and
- (iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Agent or as Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against any Grantor with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Agent may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option all acts and things which

Agent deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as each Grantor might do.

- (b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, each Grantor further agrees to execute any additional documents which Agent may require in order to confirm this power of attorney, or which Agent may deem necessary to enforce any of its rights contained in this Agreement.
- (c) The powers conferred on Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act, except for their own gross (not mere) negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment).
- (d) Each Grantor also authorizes Agent to execute, in connection with the sale provided for in paragraph 10(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.
- 8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, each Grantor shall execute and deliver to Agent, in the form of Exhibit I hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 7 hereof.
- 9. <u>Performance by Agent of Grantors' Obligations</u>. If any Grantor fails to perform or comply with any of its agreements contained herein and Agent, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Agent incurred in connection with such performance or compliance shall be payable by Grantors to Agent on demand and shall constitute Obligations secured hereby.

10. Remedies, Rights Upon Event of Default.

- (a) If an Event of Default shall occur and be continuing:
- (i) All payments received by any Grantor under or in connection with any of the Collateral shall be held by such Grantor in trust for Agent and Lenders, shall be segregated from other funds of such Grantor and shall forthwith upon receipt by such Grantor, be turned over to Agent, in the same form as received by Grantors (duly indorsed by Grantors to Agent, if required); and
- (ii) Any and all such payments so received by Agent (whether from Grantors or otherwise) may, in the sole discretion of Agent, be held by Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by Agent against all or any part of the Obligations in such order as Agent shall elect. Any balance of such payments

held by Agent and remaining after payment in full of all the Obligations shall be paid over to the applicable Grantor or to whomsoever may be lawfully entitled to receive the same.

- (b) If any Event of Default shall occur and be continuing, Agent and Lenders may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent and Lenders are entitled. Each Grantor shall also be liable for the costs and reasonable fees of any attorneys employed by Agent and Lenders to collect any such deficiency and also as to any costs and reasonable attorney's fees incurred by Agent and Lenders with respect to the collection of any of the Obligations and the enforcement of any of Agent's respective rights hereunder.
- 11. <u>Termination</u>. At such time as the Obligations are satisfied in full in cash and the Loan Agreement is irrevocably terminated, this Agreement shall terminate and Agent shall execute and deliver to Grantors all such releases, deeds, assignments and other instruments, and shall authorize the filing of all termination statements necessary to give effect to the foregoing, as may be necessary or proper to re-vest in each Grantor full title to such Grantor's Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.
- 12. <u>Notices</u>. Any notice to Agent or Grantors under this Agreement shall be given in the manner and to the parties designated in the Loan Agreement.
- 13. No Waiver. No course of dealing between any Grantor, Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14. <u>Cumulative Remedies</u>. All of Agent's and Lenders' rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.
- 15. <u>Severability</u>. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 16. <u>No Modification Except in Writing</u>. Except as provided in paragraphs 5 and 7, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.
- 17. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of each Grantor and Agent, all future holders of the Obligations and their respective

successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

- 18. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.
- 19. <u>Headings</u>. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.
- 20. <u>Counterparts</u>; <u>Facsimile</u>. This Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier or facsimile or other electronic method of transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.
- 21. <u>Intercreditor Agreement</u>. This Agreement is subject to the Subordination and Intercreditor Agreement, dated as of October ____, 2006, among each Loan Party, ORIX Finance Corp., as Subordinated Agent and GMAC Commercial Finance Corp., as Senior Agent, under which this Agreement and each Loan Party's obligations hereunder are subordinated in the manner set forth therein to the prior payment of certain obligations to the holders of Senior Indebtedness as defined therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

COLLINS INDUSTRIES, INC., as a Grantor

Ву:_	Kim	Home	
N	Vame:		
]	Title:		

COLLINS BUS CORPORATION, as a Grantor

Ву:	Handom	
N	Vame:	
Т	Citle:	

WHEELED COACH INDUSTRIES, INC., as a Grantor

Ву:	Kom Dalie
N	ame:
T	itle:

CAPACITY OF TEXAS, INC., as a Grantor

Ву:	Kinthadde
N	ame:
Ti	itle:

WORLD TRANS, INC., as a Grantor

Ву:	Kinof Insu-
Na	ame:
Ti	tle:

MOBILE PRODUCTS, INC., as a Grantor By: ________ Name: Title: By: _______ Name: Title:

MOBILE PRODUCTS, INC., as a Grantor

By:	
Name:	
Title:	

ORIX FINANCE CORP., as Agent

Name: Christopher L. St. Title Authorized Repressive at the

Notary Public

My Commission Expires:

STATE OF NEW YORK)					
: SS.:					
COUNTY OF NEW YORK)					
On the 315 day of October, 2006, before me personally came, to me known, who being by me duly sworn, did depose and say that s/he is the <u>CFO</u> of Wheeled Coach Industries, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.					
	Onel ST-				
Joselyn Fine	Notary Public Orely				
NO DIFIRITORA	My Commission Expires:				
Qualified in New York County commission Expires 1/17/2010					
STATE OF NEW YORK) : ss.: COUNTY OF NEW YORK)					
On the 31st day of October, 2006, before me personally came, to me known, who being by me duly sworn, did depose and say that s/he is the of Capacity of Texas, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.					
	0 1 7				
	Notary Public Joseph				
	My Commission Expires:				
Joselyn Fine Velory Public, State of New York No. 01Fi6139884 Iffied in New York County Ameliasion Expires 1/17/2010					

STATE OF NEW YORK)
: ss.: COUNTY OF NEW YORK)
On the 31st day of October, 2006, before me personally came known, who being by me duly sworn, did depose and say that s/he is the
Joselyn Fine No. 01Fi6139884 In mission Expires 1/17/2010 No. 01Fi6139884 My Commission Expires: Joselyn Fine Notary Public My Commission Expires: Joselyn Fine Notary Public, State of New York Qualified in New York County Commission Expires 1/17/2010
STATE OF NEW YORK) ss: COUNTY OF NEW YORK)
On the 31st day of October, 2006, before me personally came Kunch M. Dambrack to me known, who being by me duly sworn, did depose and say s/he is the CFO of Mobile Products, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.
Notary Public My Commission Expires:
Joselyn Fine Jo

TRADEMARK COLLATERAL SECURITY AGREEMENT

Schedule A: Trademarks

Trademark	Registration	Date	Grantor
Name	number		
Dura-ride	1643534	5/7/1991	Capacity of
			Texas, Inc.
Capacity	981553	4/2/1974	Capacity of
			Texas, Inc.
Lay-mor	1000490	12/31/1974	Mobile
-			Products, Inc
S af-T-Lock	1069353	7/12/1977	Collins
			Industries,
			Inc.
Octaflash	1063759	4/19/1977	Collins
			Industries,
			Inc.
Flip Seat	1159064	6/30/1981	Collins
			Industries,
			Inc.
Collins	1326822	5/26/1985	Collins
			Industries,
			Inc.
Yardmaster	1316884	1/29/1985	Capacity of
			Texas, Inc.
Wheeled Coach	1413260	10/14/1986	Wheeled
			Coach
			Corporation
	1424769	1/13/1987	Wheeled
			Coach
			Corporation
Collins Bus	1460785	10/13/1987	Collins
Corporation			Industries,
			Inc.
World Trans	1554610	9/5/1989	World Trans,
			Inc.
Step-Lift	1644978	5/21/1991	Collins
			Industries, Inc.
MAV	2050808	4/8/1997	Wheeled
			Coach
			Industries,
			Inc.
Bantam	2125595	12/30/1997	Collins Bus
			Corporation

Trademark Name	Registration number	Date	Grantor
Fire Medic	2261938	7/20/1999	Wheeled Coach Industries, Inc.
Entersafe	2262400	7/20/1999	Wheeled Coach Industries, Inc.
P.A.F. System	2260813	7/13/1999	Wheeled Coach Industries, Inc.
P.A.F. System Design	2266756	8/3/1999	Wheeled Coach Industries, Inc.
World Trans, Inc.	2437856	5/27/1901	World Trans, Inc.
	2268822	8/10/1999	World Trans, Inc.
Care Caddy	2268867	8/10/1999	Wheeled Coach Industries, Inc.
Vista Cab	3053908	1/31/1906	Capacity of Texas, Inc.
Mid Bus	2429342	2/20/1901	Collins Industries, Inc.
Mid Bus	2405671	11/21/1900	Collins Industries, Inc.
Moduvan	2421478	1/16/1901	Wheeled Coach Industries, Inc.
Crusader	2858312	6/29/1904	Wheeled Coach Industries, Inc.
CitiMedic	2938860	4/5/1905	Collins Industries, Inc.

Trademark Name	Registration number	Date	Grantor
Duralite	2961220	6/7/1905	Wheeled Coach Corporation
Digmaster	3006620	10/11/1905	Collins Industries, Inc.
The General	3053905	1/31/1906	Wheeled Coach Corporation
Waldon	3053907	1/31/1906	Mobile Products, Inc.
Duraseam	3092401	5/16/06 (so no longer pending)	Wheeled Coach Corporation
Durastraint	3101717	6/6/06 (so no longer pending)	Collins Bus Corporation
C Capacity	Says "Live"- prior registration number: 0981553 Serial # 78389068	No current registration number or date registered	Capacity of Texas, Inc.
DuraSafe Module & Design	78/931510	Pending	Wheeled Coach Industries, Inc.

S c h e d u l e I . L ı c e n s e s

N o n e

TRADEMARK REEL: 003442 FRAME: 0341

RECORDED: 12/12/2006