

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Flyer Industries Canada ULC		03/10/2016	Unlimited Liability Company: CANADA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia, as Agent		
Street Address:	40 King Street West, 55th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1H1		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4104111		
Registration Number:	4401119	MIDI	
Registration Number:	4655811	NEW FLYER CONNECT	
Registration Number:	3358708	NEW FLYER	
Registration Number:	3124884	KINETIK NEW FLYER	
Registration Number:	3326023		
Registration Number:	2177405	NEW FLYER	
Registration Number:	2177404	NEW FLYER	
Registration Number:	2177401	NEW FLYER	
Registration Number:	1572970	NEW FLYER	
Registration Number:	3869767	X	
Registration Number:	2059301		
Registration Number:	3803906	XCELSIOR	
Registration Number:	4422336	INVERO	
Registration Number:	4899668	XTENDED LIFE	
Registration Number:	1577351	NEW FLYER	
Serial Number:	86715142	BUILT TO RELY ON.	
Serial Number:	86715386	BUILT TO RELY ON.	
Serial Number:	86832001	NEW FLYER	
TRADEMARK			

OP \$490.00 4104111

CORRESPONDENCE DATA**Fax Number:**

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.

Email: michael.barys@thomsonreuters.com**Correspondent Name:** Andrea Gniadek**Address Line 1:** 111 West Monroe**Address Line 2:** Chapman and Cutler LLP**Address Line 4:** Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Andrea Gniadek
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SIGNATURE:	/Michael Barys/
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DATE SIGNED:	03/15/2016
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Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

New Flyer Industries Canada ULC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Unlimited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 3/10/16

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Bank of Nova Scotia, as Agent

Street Address: 40 King Street West, 55th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1H1

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A attached hereto and made a part hererof.

See Schedule A attached hereto and made a part hererof.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Andrea Gniadek

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: 4182771

Email Address: serdiuk@chapman.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Andrea Gniadek for Chapman and Cutler LLP.

3-11-16

Signature

Date

Andrea Gniadek, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of March 10, 2016 and is entered into by New Flyer Industries Canada ULC (the "Pledgor") in favor of the Agent and the Lenders (as each such term is defined below).

RECITALS:

A. New Flyer Industries Inc., as Term Loan Borrower, New Flyer Industries Canada ULC, Motor Coach Industries Limited and Frank Fair Industries Ltd., as Canadian Revolving Loan Borrowers, New Flyer of America Inc., NABI Parts, LLC, Motor Coach Industries International, Inc., Motor Coach Industries, Inc., Motor Coach Sales and Service, Inc. and MCI Service Parts, Inc., as U.S. Revolving Loan Borrowers, the guarantors from time to time parties thereto, as Guarantors, the lenders from time to time parties thereto, as Lenders, and The Bank of Nova Scotia, as Administrative Agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") are parties to a fifth amended and restated credit agreement dated as of December 18, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, referred to as the "Credit Agreement").

B. To secure the payment and performance of the Obligations (as defined in the Security Agreement), the Pledgor and certain affiliates have granted to the Agent, for its own benefit and for the benefit of the Lenders, Liens over the Collateral in accordance with the terms of the Amended and Restated Security Agreement (U.S.), dated as of June 21, 2013, as amended and reaffirmed pursuant to that certain Amendment and Reaffirmation of Amended and Restated Security Agreement (U.S.), dated as of December 18, 2015 (as the same may be amended, restated or modified from time to time, the "Security Agreement") in favor of the Agent. The Security Agreement continues to secure Obligations under the Credit Agreement and related Security Documents.

C. Pursuant to the Credit Agreement, the Pledgor is required to execute and deliver to Agent, for its own benefit and for the benefit of the Lenders, this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Pledgor, the Pledgor agrees with and in favor of the Agent, for its own benefit and for the benefit of the Lenders, as follows:

1. *Definitions.* In this Agreement, capitalized terms which are not otherwise defined have the meanings given to such terms in the Credit Agreement.

2. *Grant of Lien.* As general and continuing collateral security for the due payment and performance of the Obligations (as defined in the Security Agreement), the Pledgor hereby grants to the Agent (for its own benefit and for the benefit of the Lenders), a security interest in all of the Pledgor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all (i) trademarks, trademark registrations and trademark applications referred to on Schedule A hereto and (ii) any goodwill associated with or symbolized by any of the foregoing (collectively, the "Trademarks"), except that as to any application based on intention to use a Trademark, this Agreement shall, if and for so long as such application remains pending without acceptance of an allegation of use, operate only to create a security interest for collateral purposes in such application and shall not operate as an assignment, sale, transfer, or conveyance of such application; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. *Security Agreement.* The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent (for its own benefit and for the benefit of the Lenders), pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and 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. Upon the fulfillment of all Obligations under the Security Agreement, the Agent shall, at the expense of the Pledgor, execute, acknowledge and deliver to the Pledgor an instrument in writing releasing the security interest in the Trademarks under this Agreement and the Security Agreement. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the State of New York. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Page Follows]

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

NEW FLYER INDUSTRIES CANADA ULC

By 

Name: Colin Pewarchuk

Title: Executive Vice President,
General Counsel and Corporate
Secretary

By 


Name: Glenn Asham



Title: Chief Financial Officer,
Executive Vice President,
Finance and Assistant Treasurer

[Signature Page to the U.S. Trademark Security Agreement - New Flyer Industries Canada ULC]


SCHEDULE A

TRADEMARK REGISTRATIONS

Title	Country	Registration No.	Status	Registration Date
HYBRID DRIVE BUS – design mark 	US	4,104,111	Registered	28 Feb. 2012
MiDi (standard character mark)	US	4,401,119	Registered	10 Sept. 2013
NEW FLYER CONNECT - (standard character mark)	US	4,655,811	Registered	16 Dec. 2014
NEW FLYER & design 	US	3,358,708	Registered	25 Dec. 2007
KINETIK & design 	US	3,124,884	Registered	1 Aug. 2006
ARC logo 	US	3,326,023	Registered	30 Oct. 2007

NEW FLYER & design	US	2,177,405	Registered	28 Jul. 1998
	US	2,177,404	Registered	28 Jul. 1998
	US	2,177,401	Registered	28 Jul. 1998
NEW FLYER & design	US	1,572,970	Registered	26 Dec 1989
				
X logo	US	3,869,767	Registered	2 Nov. 2010
				
WINGS logo	US	2,059,301	Registered	6 May 1997
				
XCELSIOR (standard character mark)	US	3,803,906	Registered	15 June 2010
INVERO (standard character mark)	US	4,422,336	Registered	22 Oct. 2013
XTENDED LIFE (standard character mark)	US	4,899,668	Registered	9 Feb. 2016
NEW FLYER (standard character mark)	US	1,577,351	Registered	16 Jan. 1990

TRADEMARK APPLICATIONS

Mark	Country	Serial No.	Status	Filing Date
BUILT TO RELY ON. <i>(standard character mark)</i>	US	86/715,142	Pending	5 Aug. 2015
BUILT TO RELY ON. <i>(stylized mark)</i> 	US	86/715,386	Pending	5 Aug. 2015
NEW FLYER +wings 	US	86/832,001	Pending	25 Nov. 2015