

**RECORDATION FORM COVER SHEET
 PATENTS ONLY**

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

<p>1. Name of conveying party(ies)/Execution Date(s): <u>The Bank of New York Mellon</u></p> <p>Execution Date(s) <u>December 23, 2010</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>MCII Holdings, Inc.</u></p> <p>Internal Address: Street Address: <u>1700 East Golf Road, Suite 300</u></p> <p>City: <u>Schaumburg</u></p> <p>State: <u>IL</u></p> <p>Country: <u>USA</u> Zip: <u>60173</u></p> <p>Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest <input type="checkbox"/> Executive Order 9424, confirmatory License <input checked="" type="checkbox"/> Other <u>Termination and Release of Security Interest in Patents</u></p>	<p>4. Application or patent number(s) <input type="checkbox"/> This document is being filed together with a new application.</p> <p>A. Patent Application No. (s) <u>See Attached Exhibit 1</u></p> <p>B. Patent No.(s) <u>See Attached Exhibit 1</u></p> <p style="text-align: right;">Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Susan O'Brien</u></p> <p>Internal Address: <u>UCC Direct Services</u></p> <p>Street Address: <u>187 Wolf Road, Suite 101</u></p> <p>City: <u>Albany</u></p> <p>State: <u>New York</u> Zip: <u>12205</u></p> <p>Phone Number: <u>800-342-3676</u></p> <p>Fax Number: <u>800-962-7049</u></p> <p>Email Address: <u>cls-udsalbany@wolterskluwer.com</u></p>	<p>6. Total number of applications and registrations involved: <u>8</u></p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>200</u> - <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>5683</u> Expiration Date <u>10/12</u></p> <p>b. Deposit Account Number Authorized User Name:</p>
<p>9. Signature: <u>Kareem Ansley</u> Signature</p> <p style="text-align: right;"><u>December 23, 2010</u> Date</p> <p style="text-align: center;"><u>Kareem Ansley</u> Name of Person Signing</p>	<p>Total number of pages including cover sheet, attachments, and document: <u>8</u></p>

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$200.00 D376562

THIS IS A CONTINUATION OF THE INFORMATION IN ITEM NO. 2.

Names of additional receiving parties:

Motor Coach Industries International, Inc., a Delaware corporation
MCI Financial Services, Inc., a Delaware corporation
MCI Sales and Service, Inc., a Delaware corporation
MCI Service Parts, Inc., a Delaware corporation
MCII Financial Services II, Inc., a Delaware corporation
Motor Coach Industries, Inc., a Delaware corporation

Address of additional receiving parties:

1700 East Golf Road, Suite 300
Schaumburg, Illinois 60173

**EXHIBIT 1 TO THE
TERMINATION AND RELEASE
OF SECURITY INTEREST IN PATENTS**

A. Patents and Patent Applications

Owner	Country	Patent No.	Date Issd.	U.S. Exp.	For. Exp.	Title	Serial No.	Date Filed
Motor Coach Industries Limited	Brazil	J602269	Issued			Coach Design	56.02.219-0	3/13/96
Motor Coach Industries Limited	Canada	2,162,961	05/24/05			Stairway for a Motor Coach	2,162,961	11/15/95
Motor Coach Industries Limited	Europe	0792220	Issued			Stairway for a Motor Coach	969291541	6/13/97
Motor Coach Industries Limited	Germany	M96 02 436.4			3/1/16	Coach Design		3/13/96
Motor Coach Industries Limited	Mexico					Coach Design	96.211	3/13/96
Motor Coach Industries Limited	Mexico					Lavatory/Wheelch air Lift	97/0747	1/29/97
Motor Coach Industries Limited	Mexico					Engine Accessory Drive	97/7063	9/17/97
Motor Coach Industries Limited	Mexico					Touring Guide Cabinet	97/7335	9/25/97
Motor Coach Industries Limited	Mexico					Curved Stairway	97/3520	5/13/97
Motor Coach Industries Limited	Sweden	62232			3/1/11	Coach Design	96-0560	5/13/96
Motor Coach Industries Limited	USA	D376,562	12/17/96	12/17/10		Coach Design	D/043,826	9/13/95
Motor Coach Industries Limited	USA	5,651,579	7/29/97	9/14/15		Curved Stairway for a Motor Coach	08/528,157	9/14/95
Motor Coach Industries Limited	USA	5,678,883	10/21/97	11/15/15		Lavatory/Wheelch air Lift	08/559,040	11/15/95
Motor Coach Industries Limited	USA	5,683,320	11/4/97	9/18/16		Engine Accessory Drive	08/715,566	9/18/96
Motor Coach Industries Limited	USA	5,364,113	11/15/94	10/23/12		Self Steering Axle For Vehicles	965731	10/23/92

B. Patent License

None

**TERMINATION AND RELEASE
OF SECURITY INTEREST IN PATENTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS dated as of December 23, 2010 (this "Termination and Release"), from THE BANK OF NEW YORK MELLON ("BNYM"), in its capacity as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Agent") for itself and the Lenders (as defined in the Second Lien Credit Agreement, dated as of April 17, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement")) to MCII HOLDINGS, INC. a Delaware corporation, MOTOR COACH INDUSTRIES INTERNATIONAL, INC., a Delaware corporation, MCI FINANCIAL SERVICES, INC., a Delaware corporation, MCI SALES AND SERVICE, INC., a Delaware corporation, MCI SERVICE PARTS, INC., a Delaware corporation, MCII FINANCIAL SERVICES II, INC., a Delaware corporation, and MOTOR COACH INDUSTRIES, INC., a Delaware corporation. (each a "Grantor" and collectively the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated as of April 17, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified), in favor of Agent (the "Security Agreement") and the Patent Security Agreement dated as of April 17, 2009, in favor of Agent (the "Patent Security Agreement"), a security interest (the "Security Interest") was granted by Grantors to Agent in the patents, patent applications and patent licenses set forth on Exhibit 1 hereto (the "Patent Collateral");

WHEREAS, the Patent Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office, at Reel 022562, Frame 0080 on April 17, 2009; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral pursuant to the Patent Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Security Agreement.
2. Release of Security Interest. Agent hereby terminates, releases, and discharges its Security Interest in the Collateral, including the Patent Collateral. Any and all right, title, or interest of Agent in such Patent Collateral and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Patent Collateral and any and all causes of action which may exist by reason of infringement of the Patent Collateral, shall hereby cease and become void.
3. Further Assurances. Agent hereby agrees, at the sole cost and expense of the Grantors, to duly execute, acknowledge, and deliver any further documents and to do such other acts as may be

reasonably requested to effect the release of the Security Interest in the Patent Collateral contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademark by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK MELLON,
as Administrative Agent and Collateral Agent

By: 

Name: _____

Melinda Valentine
Vice President