

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2584993

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
COLLINS BUS CORPORATION	10/21/2013
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK AG NEW YORK BRANCH (AS REVOLVING COLLATERAL AGENT)
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D458118
CORRESPONDENCE DATA	
Fax Number:	(212)354-8113
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	JAMES MAEWSKY/ WHITE & CASE LLP
Address Line 1:	1155 AVENUE OF THE AMERICAS
Address Line 2:	PATENT & TRADEMARK DEPARTMENT
Address Line 4:	NEW YORK, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	1111779-5981 (D663)
NAME OF SUBMITTER:	JAMES MAEWSKY
Signature:	/JAMES MAEWSKY/
Date:	10/21/2013

OP \$40.00 D458118

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (this “Patent Security Agreement”), dated as of October 21, 2013, by COLLINS BUS CORPORATION (the “Grantor”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Revolving Collateral Agent, for the benefit of the Revolving Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Security Agreement (referenced below).

W I T N E S S E T H :

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated as of October 21, 2013, among COLLINS BUS CORPORATION, a Kansas corporation, EACH OF THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and DEUTSCHE BANK AG NEW YORK BRANCH, as Revolving Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Revolving Security Agreement”);

WHEREAS, Grantor is required to execute and deliver to the Revolving Collateral Agent this Patent Security Agreement for the benefit of the Revolving Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Security Agreement.

2. **GRANT OF SECURITY INTEREST.** Grantor hereby grants to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under any Patents (collectively, the “Patent Collateral”), whether now owned or existing or hereafter acquired or arising and wherever located, including those Patents set forth in Schedule I.

3. **REVOLVING SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in furtherance, not in limitation, of the security interests granted to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, pursuant to the Revolving Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Revolving Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Revolving Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with

the Revolving Security Agreement, the provisions of the Revolving Security Agreement shall control.

4. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. TERMINATION OR RELEASE. This Patent Security Agreement shall terminate and the security interests granted hereby shall be automatically released in accordance with the provisions of Section 10 of the Revolving Security Agreement.

6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary contained in this Patent Security Agreement, the liens and security interests (and priority of such liens and security interests) granted to the Revolving Collateral Agent in any Patent Collateral that constitutes Notes Priority Collateral pursuant to this Patent Security Agreement and the exercise of any right or remedy against the Notes Priority Collateral by the Revolving Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

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

COLLINS BUS CORPORATION,
Grantor

By Hans Heinsen

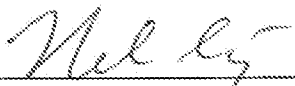
Name: Hans Heinsen

Title: Treasurer, Vice President Finance &
Chief Financial Officer

[Signature page to DB-ASV Patent Grant in Security Interest]

ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Revolving Collateral Agent and Grantee

By 
Name: Michael Getz
Title: Vice President

By 
Name: Lisa Wong
Title: Vice President

[Signature page to DB-ASY Patent Grant in Security Interest]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT APPLICATIONS, ISSUED PATENTS AND LICENSES

UNITED STATES PATENTS:

Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
Collins Bus Corporation	D458,118	Door Actuator

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION
None.		