### 503625924 12/28/2015

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3672556

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF PATENT SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
TCW ASSET MANAGEMENT COMPANY, AS AGENT	11/18/2015

### **RECEIVING PARTY DATA**

Name:	MOTOR COACH INDUSTRIES, INC.
Street Address:	KERNAGHAN AVENUE711
City:	WINNIPEG
State/Country:	CANADA
Postal Code:	R2C 3T4

### **PROPERTY NUMBERS Total: 6**

Property Type	Number
Patent Number:	8594900
Patent Number:	5683320
Patent Number:	5678883
Patent Number:	5651579
Patent Number:	D376562
Patent Number:	4804308

#### **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.

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Correspondent Name: CHAPMAN AND CUTLER LLP

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Address Line 4: CHICAGO, ILLINOIS 60603

NAME OF SUBMITTER:	CHAPMAN AND CUTLER LLP	
SIGNATURE:	/Michael Barys/	
DATE SIGNED:	12/24/2015	

**Total Attachments: 5** 

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PATENT REEL: 037393 FRAME: 0915

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> PATENT REEL: 037393 FRAME: 0916

RECORDATION FORM COVER SHEET		
PATENT		
To the Director of the U.S. Patent and Trademark Office: Please	e record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)	
TCW Asset Management Company,	Name: Motor Coach Industries Limited	
as Agent	Internal Address:	
Additional name(s) of conveying party(ies) attached? Yes No	711 Kernaghan Avenue	
3. Nature of conveyance/Execution Date(s):  Execution Date(s) December 18, 2015	Street Address: 711 Kernaghan Avenue	
Execution Date(s) December 18, 2015  Assignment  Merger		
	City: Winnipeg	
Security Agreement Change of Name  Joint Research Agreement	State: MB	
Government Interest Assignment	Country: Canada Zip: R2C 3T4	
Executive Order 9424, Confirmatory License		
Other Release of Patent Security Agreement	Additional name(s) & address(es) attached? Yes No	
• • • • • • • • • • • • • • • • • • • •	document serves as an Oath/Declaration (37 CFR 1.63).	
A. Patent Application No.(s)	B. Patent No.(s)	
See Schedule A	See Schedule A	
Additional numbers att		
5. Name and address to whom correspondence	6. Total number of applications and patents	
concerning document should be mailed: Name: Andrea Gniadek	involved: 6	
	7. Total fee (37 CFR 1.21(h) & 3.41) \$	
Internal Address: Chapman and Cutler LLP	Authorized to be observed to devest descript	
	Authorized to be charged to deposit account	
Street Address: 111 West Monroe Street, 17th floor	Enclosed  None required (government interest not affecting title)	
City: Chicago	8. Payment Information	
State: IL Zip: 60603		
Phone Number: 312-845-5132	Deposit Account Number	
Docket Number:	Authorized User Name	
Email Address: serdiuk@chapman.com	Authorized Ober Name	
9. Signature: Myrea Incadel	12/23/15	
Signature	Date	
Andrea Gniadek, Project Assistant  Name of Person Signing	Total number of pages including cover sheet, attachments, and documents:	
Documents to be recorded (including cover shee	et) should be faxed to (571) 273-0140, or mailed to:	
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450		

PATENT REEL: 037393 FRAME: 0917

## NOTICE OF RELEASE OF PATENT SECURITY AGREEMENT

This NOTICE OF RELEASE OF SECURITY INTEREST IN PATENTS (this "Release"), effective as of December 18, 2015 is made by TCW ASSET MANAGEMENT COMPANY, in its capacity as agent (referred to herein as the "Releasor"), in favor of MOTOR COACH INDUSTRIES LIMITED, a corporation incorporated under the *Canada Business Corporations Act* ("Releasee"), pursuant to that certain Term Loan and Security Agreement, dated as of September 26, 2014 (as the same may be further amended or modified from time to time) among the Borrowers party thereto, the Releasor and the other parties from time to time party thereto.

## $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, pursuant to that certain Patent Security Agreement, dated as of September 26, 2014 (the "Patent Security Agreement"), recorded in the United States Patent and Trademark Office at Reel 33858, Frame 0824 on September 30, 2014, Releasee assigned and pledged to Releasor, as Agent, a continuing security interest in all of the following (collectively, the "Patent Collateral"):

- a) all of Releasee's then existing or thereafter acquired right, title, and interest in and to all of Releasee's patents and all applications for registration and registrations to the foregoing as may have been filed at any time in the PTO, the Canadian Intellectual Property Office or in any similar office or agency in the United States of America or Canada, any State or Province thereof: any political subdivision thereof or in any other country, including, without limitation, the patents and applications described in <u>Schedule I</u> hereto, together with all rights and privileges arising under applicable law with respect to Releasee's use of any patents, and all reissues, divisions, continuations and renewals thereof, (all of the foregoing being collectively referred to herein as the "Patents");
- b) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Patents;
- c) all income, fees, royalties and other payments at any time due or payable with respect to the Patents, including, without limitation, payments under all licenses at any time entered into in connection therewith;
  - d) the right to sue for past, present and future infringements of the Patents;
  - e) all rights corresponding thereto throughout the world; and
- f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Releasee against third parties for past or future infringement of the Patents; and

WHEREAS, Releasee has requested and Releasor has agreed to release its interest in the Patent Collateral; and

DOC ID - 23705007.4

WHEREAS, Releasee has requested and Releasor has agreed to provide this Release to confirm the release, relinquishment and discharge of its continuing first priority security interest in the Patent Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Patent Security Agreement.

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2. <u>Release of Security Interest</u>. Releasor hereby, without any representation and warranty and without any recourse to Releasor, releases, relinquishes and discharges its first priority continuing security interest in the Patent Collateral.

IN WITNESS WHEREOF, Releasor has caused this Release of Patent Security Agreement to be duly executed as of December 18, 2015.

TCW ASSET MANAGEMENT COMPANY, as Agent

By

Name:

Title:

Release of Patent Security Interest

# **SCHEDULE A**

# U.S. Patents Owned by Motor Coach Industries Limited

# U.S. Patent Registrations

<u>Title</u>	Patent No.	<u>Issue Date</u>
Wheel end condition detection	8594900	11/26/2013
Engine assembly with belt drive to an engine accessory	5683320	11/4/1997
Motor coach layout for lavatory and wheel chair lift	5678883	10/21/1997
Stairway for a motor coach	5651579	7/29/1997
Motor coach	D376562	12/17/1996
Wheelchair Lift	4804308	2/14/1989

## U.S. Patent Applications

<u>Title</u>	Application No.	Filing Date
None.		

DOC ID - 23705007.4

**RECORDED: 12/28/2015** 

PATENT REEL: 037393 FRAME: 0921