

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3782016

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MOTOR COACH INDUSTRIES LIMITED	03/10/2016
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
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5678883
Patent Number:	5683320
Patent Number:	8594900
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Email:	michael.barys@thomsonreuters.com
Correspondent Name:	ANDREA GNIADEK
Address Line 1:	111 WEST MONROE STREET
Address Line 2:	CHAPMAN AND CUTLER LLP
Address Line 4:	CHICAGO, ILLINOIS 60603
NAME OF SUBMITTER:	ANDREA GNIADEK
SIGNATURE:	/Michael Barys/
DATE SIGNED:	03/14/2016
Total Attachments: 5	
source=Motor CoachP#page1.tif	
source=Motor CoachP#page2.tif	
source=Motor CoachP#page3.tif	
source=Motor CoachP#page4.tif	
source=Motor CoachP#page5.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "*Agreement*") is dated as of March 10, 2016 and is entered into by Motor Coach Industries Limited (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 debtors 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 "*Patent Collateral*"):

(a) all United States patents and patent applications referred to on Schedule A hereto (collectively, the "Patents"); 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 infringement or dilution of any Patent.

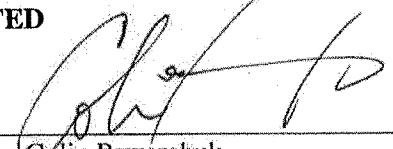
3. *Security Agreement.* The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent (for its own benefit and for the benefit of the Lenders), pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent 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 Patents 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]

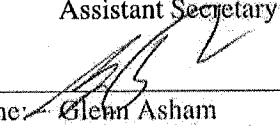
IN WITNESS WHEREOF, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MOTOR COACH INDUSTRIES
LIMITED**

By: _____


Name: Colin Fewarchuk
Title: Executive Vice President &
Assistant Secretary

By: _____


Name: Glenn Asham
Title: Executive Vice President,
Finance and Assistant Treasurer

U.S. PATENT SECURITY AGREEMENT - MOTOR COACH INDUSTRIES LIMITED

PATENT
REEL: 038079 FRAME: 0664

SCHEDULE A

Title	Country	App. Filing Date	App. Serial No.	Status	Issue Date	Patent No.
Motor Coach Layout For Lavatory And Wheelchair Lift	USA	11/15/95	08/559040	Issued	10/21/97	5,678,883
Engine Assembly With Belt Drive to an Engine Accessory	USA	9/18/96	08/715,566	Issued	11/4/97	5,683,320
Wheel End Condition Detection	USA	07/30/12	13/561,749	Issued	11/26/13	8,594,900 (B2)
Motor Coach Layout For Lavatory And Wheelchair Lift	USA	11/15/95	08/559040	Issued	10/21/97	5,678,883
Engine Assembly With Belt Drive to an Engine Accessory	USA	9/18/96	08/715,566	Issued	11/4/97	5,683,320
Wheel End Condition Detection	USA	07/30/12	13/561,749	Issued	11/26/13	8,594,900 (B2)

U.S. PATENT SECURITY AGREEMENT - MOTOR COACH INDUSTRIES LIMITED