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SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner

... the attached original documents or copy thereof.

1. Name of conveying party(ies):
Congress Financial Corporation (Central)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Illinois
 Other _____

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Change of Name
 Other Release of Security Agreement

Execution Date: November 4th, 1988

2. Name and address of receiving party(ies):
Name: New Flyer Industries Limited

Internal Address: _____

Street Address: 711 Kernaghan Avenue

City: Winnipeg State: Manitoba, Canada ZIP: R2C 3T4

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation Manitoba, Canada
 Other _____

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,072,380 ICON LOGO
1,577,351 NEW FLYER
1,572,970 NEW FLYER

Additional numbers attached? Yes No

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

Name: Alyssa A. Dudkowski

Internal Address: Mayer, Brown & Platt

Street Address: P.O. Box 2828

City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-0019

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alyssa A. Dudkowski Alyssa A. Dudkowski December 3, 1998
Name of Person Signing Signature Date

Total number of pages comprising cover sheet:

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

12/07/1998 DNGUYEN 00000275 2072380

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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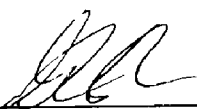
(FORMS/EJC/B)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

DESIGNATION OF DOMESTIC REPRESENTATIVE

The undersigned, New Flyer Industries Limited, a Corporation organized and existing under and by virtue of the laws of the province of Manitoba, Canada, having its principal place of business at 711 Kernaghan Avenue, Winnipeg, Manitoba, Canada R2C 3T4, hereby appoints the firm of Mayer, Brown and Platt of 190 South La Salle Street, Chicago, Illinois 60603-3441, as its domestic representative upon whom notice of process and proceedings affecting the trademarks identified in the enclosed Trademark Security Interest Release may be served.

NEW FLYER INDUSTRIES LIMITED

By: 
Name: Glenn Asham
Title: Vice President, Finance

Date: __ November 20, 1998

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of Nov. 4, 1998 by Congress Financial Corporation (Central), as Agent ("Congress").

WHEREAS, Congress and New Flyer Industries Limited ("Borrower"), entered into that certain Canadian Trademark Security Agreement (U.S.) (the "Trademark Security Agreement") dated as of July 27, 1994, as amended by that certain Amendment No. 1 to Trademark Security Agreement (the "Amendment No. 1") dated as of July 2, 1996;

WHEREAS, the Trademark Security Agreement and the Amendment No. 1 granted Congress a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Borrower to Congress (the "Obligations");

WHEREAS, Congress recorded the Trademark Security Agreement on August 3, 1994 at Real 1190, Frame 0316 in the United States Patent and Trademark Office, and recorded the Amendment No. 1 on July 9, 1996 at Reel 1480, Frame 0096 in the United States Patent and Trademark Office; and

WHEREAS, Borrower has satisfied all of the Obligations and has requested that Congress release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Congress hereby agrees as follows:

Congress hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

Congress further agrees, at the sole cost and expense of Borrower, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination. Congress warrants that the Trademarks and any registration that may issue in connection therewith are free and clear of any security interest, lien or encumbrance created by or through Congress.


IN WITNESS WHEREOF, Congress has caused this Release of Trademarks to be duly executed as of the day and year first above written.

CONGRESS FINANCIAL CORPORATION (CENTRAL),
AS AGENT

By:

Name:

Title



KEITH C. CHAPMAN

VICE PRESIDENT

SCHEDULE A

TO

RELEASE OF TRADEMARKS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
New Flyer and Design	1,572,970	12/26/89
New Flyer	1,577,351	01/16/90
Flyer	0972,763	11/13/73
Icon Logo Design	2,072,380	06/17/97

EXPRESS MAIL CERTIFICATE

"Express Mail" label number: EL073425363US

Date of Deposit: December 3, 1998

I hereby certify that the attached document is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

Christopher Dore
(Typed or printed name of
person mailing paper or fee)

Christopher Dore
(Signature of person mailing
paper or fee)