

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Franklin Mutual Advisers, LLC		04/17/2009	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	MCII Holdings, Inc.		
Street Address:	1700 East Golf Road		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	CORPORATION: DELAWARE		
Name:	Motor Coach Industries International, Inc.		
Street Address:	1700 East Golf Road		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	CORPORATION: DELAWARE		
Name:	MCI Financial Services, Inc.		
Street Address:	1700 East Golf Road		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	CORPORATION: DELAWARE		
Name:	MCI Sales and Service, Inc.		
Street Address:	1700 East Golf Road		
City:	Schaumburg		
State/Country:	ILLINOIS		

CH \$490.00 72158494

Postal Code:	60173
Entity Type:	CORPORATION: DELAWARE

Name:	MCI Service Parts, Inc.
Street Address:	1700 East Golf Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	CORPORATION: DELAWARE

Name:	MCII Financial Services, Inc.
Street Address:	1700 East Golf Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	CORPORATION: DELAWARE

Name:	MCII Financial Services II, Inc.
Street Address:	1700 East Golf Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	CORPORATION: DELAWARE

Name:	Motor Coach Industries, Inc.
Street Address:	1700 East Golf Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	CORPORATION: DELAWARE

Name:	Transit Bus International, Inc.
Street Address:	1700 East Golf Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	CORPORATION: DELAWARE

Name:	MCI Acceptance Corp.
Street Address:	1700 East Golf Road

City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	72158494	CHALLENGER
Serial Number:	72205403	MCI THE MARK OF RESPONSIBILITY
Serial Number:	73094646	MCI
Serial Number:	73438248	BILLINGSLEY
Serial Number:	73591420	MCI
Serial Number:	73797891	THE PARTS PROS
Serial Number:	74289679	
Serial Number:	74366998	FLXIBLE
Serial Number:	74541577	COACH GUARD
Serial Number:	74684360	COACH GUARD
Serial Number:	75217847	RENAISSANCE
Serial Number:	75331380	
Serial Number:	75977822	MCII
Serial Number:	75506152	
Serial Number:	75538283	
Serial Number:	76068431	
Serial Number:	77111927	MCI PRO SUPPORT
Serial Number:	77119579	MCI PRO SUPPORT
Serial Number:	77332091	GO GREEN. GO COACH. GO MCI.

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-2533
Email: jbalcita@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: Jeffrey P. Balcita
Address Line 2: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 09631.009011

NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	04/20/2009
Total Attachments: 4 source=2009 Trademark Release (FMA 4-17-09)#page1.tif source=2009 Trademark Release (FMA 4-17-09)#page2.tif source=2009 Trademark Release (FMA 4-17-09)#page3.tif source=2009 Trademark Release (FMA 4-17-09)#page4.tif	

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

THIS TERMINATION AND RELEASE dated as of April 17, 2009, from FRANKLIN MUTUAL ADVISERS, LLC ("Franklin Mutual"), in its capacity as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for itself and the Lenders (as defined in the Third Lien Credit Agreement, dated as of May 27, 2004 (as the same may be amended, restated supplemented or otherwise modified from time to time, the "Credit Agreement")) to MCII HOLDINGS, INC., MOTOR COACH INDUSTRIES INTERNATIONAL, INC., MCI FINANCIAL SERVICES, INC., MCI SALES AND SERVICE, INC., MCI SERVICE PARTS, INC., MCII FINANCIAL SERVICES, INC., MCII FINANCIAL SERVICES II, INC., MOTOR COACH INDUSTRIES, INC., TRANSIT BUS INTERNATIONAL, INC., and MCI ACCEPTANCE CORP. (each a "Grantor" and collectively the "Grantors"),.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated as of May 27, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified) in favor of Franklin Mutual (the "Security Agreement") and the Trademark Security Agreement dated as of May 27, 2004, in favor of Franklin Mutual (the "Trademark Security Agreement"), a security interest (the "Security Interest") was granted by each Grantor to Franklin Mutual in all of such Grantor's right, title, and interest in, to and under the following, (collectively the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including the Trademarks in the United States Patent and Trademark Office, and all applications therefore, that are owned by the Grantors and the Trademark Intellectual Property Licenses referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office, at Reel 2983, Frame 0579 on June 7, 2004; and

WHEREAS, Franklin Mutual now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed in the Trademark Security Agreement;

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

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in this Termination and Release, the Credit Agreement, and the Trademark Security Agreement.

2. Release of Security Interest. Franklin Mutual hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral including the Trademark Collateral listed in Schedule 1 attached hereto. Any and all right, title, or interest of Franklin Mutual in such Trademark Collateral and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral and any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void.

3. Further Assurances. Franklin Mutual hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Trademark 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.

FRANKLIN MUTUAL ADVISERS, LLC
as Agent

By: 

Name: _____

Bradley Takahashi
Vice President

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

SCHEDULE 1

A. Registered Trademarks and Trademark Applications for Registration

TM/SM	Country	Filing Date	Reg. Date	Reg. No.	Serial No.
CHALLENGER	USA	11/8/62	1/28/64	763801	72158494
MCI THE MARK OF RESPONSIBILITY	USA	11/3/64	9/28/65	796660	72205403
MCI	USA	7/26/76	10/4/77	1,074,499	73094646
BILLINGSLEY	USA	8/8/83	2/26/85	1322652	73438248
MCI	USA	4/3/86	11/4/86	1415772	73591420
THE PARTS PROS	USA	5/5/89	1/23/90	1,579,673	73,797,891
(Design)	USA	6/29/92	4/26/94	1832909	74289679
FLXIBLE	USA	3/11/93	6/14/94	1839332	74366998
COACH GUARD	USA	6/23/94	4/23/96	1969306	74541577
COACH GUARD	USA	6/5/95	3/18/97	2045412	74684360
RENAISSANCE	USA	12/23/96	12/16/97	2,121,666	75/217847
MISCELLANEOUS (SWIRL) DESIGN	USA	7/28/97	10/13/98	2,195,446	75/331,380
MCII	USA	10/7/93	12/1/98	2207719	75977822
(Design)	USA	6/24/98	8/17/99	2270668	75506152
(Design)	USA	8/18/98	6/6/00	2356154	75538283
LOGO DESIGN	USA	6/13/00	10/8/02	2,632,667	76068431
MCI PRO SUPPORT	USA	2/20/07	1/8/08	3,364,560	77111927
MCI PRO SUPPORT (DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS)	USA	3/1/07	1/8/08	3,364,590	77119579
GO GREEN, GO COACH, GO MCI	USA	11/16/07	7/15/08	3,466,891	77332091

B. Trademark Licenses

1. Trademark License Agreement, dated August 4, 1993, by and between The Dial Corp and Motor Coach Industries International, Inc. regarding the use of the Greyhound and IRD trademarks in all countries except the U.S., Mexico, and Canada.