

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien After-Acquired Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coach America Holdings, Inc.		02/18/2011	CORPORATION: DELAWARE
Get A Bus, LLC		02/18/2011	LIMITED LIABILITY COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	P.O. Box 2558
Internal Address:	Lien Perfection Unit
City:	Houston
State/Country:	TEXAS
Postal Code:	77252-8301
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3720266	COACH AMERICA CREW TRANSPORT
Serial Number:	76705554	DILLON'S
Serial Number:	76697750	COACH AMERICA CREW TRANSPORT
Registration Number:	3858445	1-866-GET-A-BUS
Serial Number:	76702660	1-866-GET A BUS
Serial Number:	76705946	DILLON'S
Serial Number:	76705945	DILLON'S BUS SERVICE, INC.
Serial Number:	76705944	DILLON'S BUS SERVICE, INC.

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-370-4761

900184683

**TRADEMARK
 REEL: 004483 FRAME: 0889**

OP \$215.00 3720266

Email: ecallahan@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G St NW Suite 420
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F132074
NAME OF SUBMITTER:	Rick Harrison
Signature:	/Rick Harrison/
Date:	02/22/2011

Total Attachments: 7
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**FIRST LIEN AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

(FIRST SUPPLEMENTAL FILING)

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of February 18, 2011 (as amended, supplemented or otherwise modified from time to time, this "First Supplemental Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of JPMORGAN CHASE BANK, N.A., as collateral agent (as successor agent to Bear Stearns Corporate Lending, Inc., in such capacity, together with its successors in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Amended Credit Agreement referred to below).

WHEREAS, Coach Am Holdings Corp., a Delaware corporation, and Coach America Holdings, Inc., a Delaware corporation ("CAH", and as successor to Coach AM Acquisition Corp., the "Borrower"), have entered into an Amended and Restated First Lien Credit Agreement, dated as of April 20, 2007 and amended and restated as of February __, 2011 (as amended, supplemented, replaced or otherwise modified from time to time, the "Amended Credit Agreement"), with the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), and JPMorgan Chase Bank, N.A. (as successor agent to Bear Stearns Corporate Lending Inc.), as Administrative Agent and as Collateral Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Amended Credit Agreement that the Grantors shall have executed and delivered the Amended and Restated First Lien Guarantee and Collateral Agreement, dated as of April 20, 2007 and amended and restated as of February 18, 2011 (as amended, supplemented, replaced or otherwise modified from time to time, the "Amended Guarantee and Collateral Agreement"), in favor of the Collateral Agent.

WHEREAS, under the terms of the Amended Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Collateral (as defined therein), including, without limitation, certain Intellectual Property, including, but not limited to, After-Acquired Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this First Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other applicable Governmental Authorities.

WHEREAS, the Intellectual Property Security Agreement was recorded against certain United States Intellectual Property at Reel/Frame No. 003542/0758.

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

SECTION 1. Definitions.

(a) Unless otherwise defined herein, terms defined in the Amended Guarantee and Collateral Agreement and used herein shall have the meanings given to them in the Amended Guarantee and Collateral Agreement.

(b) The following terms shall have the following meanings:

“Copyrights”: (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 1), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

“Copyright Licenses”: any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 1), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

“Patents”: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 1, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 1, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Patent License”: all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 1.

“Proceeds”: all “proceeds” as such term is defined in Section 9-102(a)(64) of the New York UCC on the date hereof.

“Supporting Obligation”: as defined in the Uniform Commercial Code in effect in the State of New York on the date hereof.

“Trademarks”: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or

hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1, and (ii) the right to obtain all renewals thereof.

“Trademark License”: any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.

SECTION 2. Grant of Security. Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(a) all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom; and

(b) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this First Supplemental Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This First Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

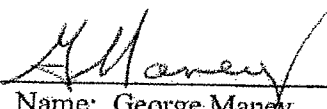
SECTION 5. GOVERNING LAW. THIS FIRST SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE

GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

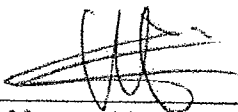
SECTION 6. Conflict Provision. This First Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Amended Guarantee and Collateral Agreement and the Amended Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Amended Guarantee and Collateral Agreement and the Amended Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this First Supplemental Intellectual Property Security Agreement is in conflict with the Amended Guarantee and Collateral Agreement or the Amended Credit Agreement, the provisions of the Amended Guarantee and Collateral Agreement or the Amended Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this First Lien First Supplemental Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

COACH AMERICA HOLDINGS, INC.

By: 
Name: George Maney
Title: President

GET A BUS, LLC

By: 
Name: Chad Dixon
Title: Vice President

[Signature Page – 1st Lien After-Acquired IP Security Agreement]

TRADEMARK
REEL: 004483 FRAME: 0895

COPYRIGHTS

None.

PATENTS

None.

TRADEMARKS

MARK	OWNERSHIP ENTITY	GOODS/ SERVICES	APP.NO. / DATE	REG. NO. / DATE	REGISTER
Coach America Crew Transport	Coach America Holdings, Inc.	Transportation of passengers and property by motor vehicle providing transportation consulting services, transportation logistics services, namely, arranging for others the transportation of passengers and their baggage in Class 39 (U.S. Cls. 100 and 105)	77/516,655 07/08/08	3,720,266 12/01/09	U.S. Federal, Supplemental Register
DILLON'S	Coach America Holdings, Inc.	Transportation services by bus, Class 39, US Class 100, 105	76/705,554 12/03/10	Pending	U.S. Federal, Principal Register
Coach America Crew Transport (Design plus words)	Coach America Holdings, Inc.	Transportation of passengers and property by motor vehicle providing transportation consulting services, transportation logistics services, namely, arranging for others the	76/697,750 06/03/09	Pending	U.S. Federal, Principal Register

Schedule 1-1

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MARK	OWNERSHIP ENTITY	GOODS/ SERVICES	APP.NO. / DATE	REG. NO. / DATE	REGISTER
		transportation of passengers and their baggage in Class 39 (U.S. Cls. 100 and 105)			
1-866-GET-A-BUS	Get A Bus, LLC	Transportation Services by Bus, Int. Class 39	76/702,659 4/26/10	3,858,445 10/5/10	U.S. Federal, Supplemental Register
1-866-GET-A-BUS (stylized)	Get A Bus, LLC	Transportation Services by Bus, Int. Class 39	76/702,660 4/26/10	Pending	U.S. Federal, Principal Register
DILLON'S (stylized)	Coach America Holdings, Inc.	Transportation services by bus, Class 39, US Class 100, 105	76/705,946 1/10/11	Pending	U.S. Federal, Principal Register
DILLON'S BUS SERVICE	Coach America Holdings, Inc.	Transportation services by bus, Class 39, US Class 100, 105	76/705,945 1/10/11	Pending	U.S. Federal, Principal Register
DILLON'S BUS SERVICE (stylized)	Coach America Holdings, Inc.	Transportation services by bus, Class 39, US Class 100, 105	76/705,944 1/10/11	Pending	U.S. Federal, Principal Register

TRADE SECRETS

None.

INTELLECTUAL PROPERTY LICENSES

None.

Schedule 1-2

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