

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM747319

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Academy Bus, L.L.C.		08/09/2022	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	1903P Loan Agent, LLC		
<b>Street Address:</b>	800 Boylston Street		
<b>Internal Address:</b>	Prudential Tower, 27th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5074123	A ACADEMY	
<b>Registration Number:</b>	5073991	A ACADEMY	
<b>Registration Number:</b>	5073990	A ACADEMY	
<b>Registration Number:</b>	5074122	ACADEMY	
<b>Registration Number:</b>	5073989	ACADEMY	
<b>Registration Number:</b>	5073988	ACADEMY	
<b>Registration Number:</b>	5073992	ACADEMY A	
<b>Registration Number:</b>	5074124	WE KNOW THE WAY	
<b>Registration Number:</b>	5073987	A	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	617-248-5000		
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		

OP \$240.00 5074123

**Address Line 4:** Boston, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 2009973-0071

**NAME OF SUBMITTER:** Catherine C Maresh

**SIGNATURE:** /Catherine C. Maresh/

**DATE SIGNED:** 08/10/2022

**Total Attachments: 5**

source=GB - Academy - Grant of Security Interest in Trademarks Executed#page1.tif

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**NOTICE OF GRANT OF SECURITY INTEREST IN  
TRADEMARKS**

THIS NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated as of August 9, 2022 (this "Trademark Security Agreement"), is made by Academy Bus, L.L.C., a New Jersey limited liability company (the "Grantor"), in favor of 1903P Loan Agent, LLC, in its capacity as agent for certain lenders (the "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor and the Grantee have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor has entered into a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Grantee;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the lenders a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office) (the "Collateral"), to secure the payment, performance and observance of the Obligations;

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

1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement.

2. Grant of Security Interest. The Grantor does hereby pledge unto the Grantee and grants to the Grantee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

3. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.

4. Recordation. The Grantor hereby requests and authorizes the United States Patent and Trademark Office to record this Trademark Security Agreement against the Collateral.

5. Counterparts. This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile or other electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed original.

6. Governing Law. This Trademark Security Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York without regard to conflicts of law principles (other than sections 5-1401 and 5-1402 of the New York General Obligations Law) that would require application of the laws of another jurisdiction.

*[Signature pages follow]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

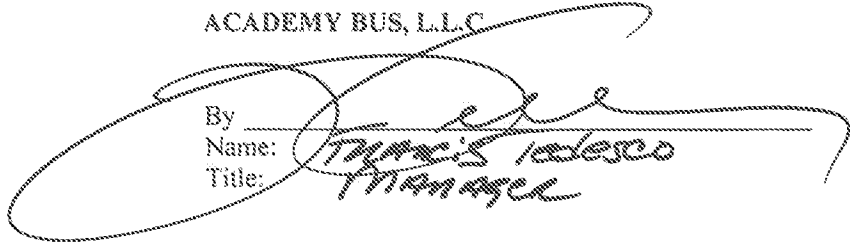
GRANTOR:

ACADEMY BUS, L.L.C

By

Name:

Title:

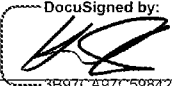
A large, stylized handwritten signature in black ink, which appears to read "Thomas Tedesco". The signature is written over a horizontal line that spans across the "Name:" and "Title:" labels.

THOMAS TEDESCO  
MANAGER

[Signature Page to Trademark Security Agreement]

**GRANTEE:**

**1903P LOAN AGENT, LLC**

By  \_\_\_\_\_  
Name: Kyle Shonak  
Title: Senior Managing Director

**SCHEDULE 1**

**ACTIVE REGISTRATIONS**

	TRADEMARK	GRAPHICS/LOGO	REG. NO.	REG. DATE	STATUS	DEADLINE
1	A ACADEMY (logo)		5074123	11/01/16	Registered; Ready for renewal	11/01/22
2	A ACADEMY (logo)		5073991	11/01/16	Registered; Ready for renewal	11/01/22
3	A ACADEMY (logo)		5073990	11/01/16	Registered; Ready for renewal	11/01/22
4	ACADEMY (logo)		5074122	11/01/16	Registered; Ready for renewal	11/01/22
5	ACADEMY (logo)		5073989	11/01/16	Registered; Ready for renewal	11/01/22
6	ACADEMY (words only)	---	5073988	11/01/16	Registered; Ready for renewal	11/01/22
7	ACADEMY A (logo)		5073992	11/01/16	Registered; Ready for renewal	11/01/22
8	WE KNOW THE WAY (words only)	---	5074124	11/01/16	Registered; Ready for renewal	11/01/22
9	ACADEMY A (logo)		5073987	11/01/16	Registered; Ready for renewal	11/01/22