

11-21-2000

Form PTO-1595
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

10-10-00

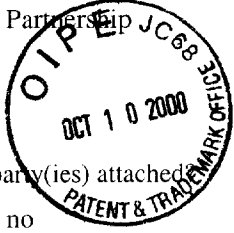
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101523716

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
AB VOLVO
a/k/a Aktiebolaget Volvo
 Individual(s) Association
 General Partnership Partnership
 Swedish Corporation
 Other

Additional name(s) of conveying party(ies) attached?
 yes no



2. Name and address of receiving party(ies)?
VOLVO TRADEMARK HOLDING AB
c/o AB VOLVO
SE-405 08 Goteborg
Sweden

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Swedish Corporation
 Other

Additional name(s) & address(es) attached?
 yes no

Appointment(s) of Domestic Representative attached?
 yes no

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 26, 1999

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

If this document is being filed together with a new application, the execution date of the application is: **1815680**

A. Trademark Application No.(s) See Attached Schedule To The Assignment	B. Trademark Registration No.(s) See Attached Schedule To The Assignment
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed:
SUGHRUE, MION, ZINN, MACPEAK & SEAS, PLLC
Attn: Cynthia Clarke Weber
2100 Pennsylvania Avenue, N.W.
Suite 800
Washington, D.C. 20037-3213

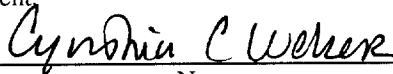
6. Total number of applications and registration involved: 31

7. Total Fee (37 CFR 3.41): \$790.00
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.
 Authorized to be charged to Deposit Account

8. Deposit Account No. 19-4880
 (Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN 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.



 Name

 10/10/00
 Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT:

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002180 FRAME: 0396

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Matters of:

VOLVO TRADEMARK HOLDING AB

(by Assignment)

Registration Nos.:	1,815,680	1,213,179	1,267,731	967,939	697,347
	1,506,329	967,293	636,129	1,614,767	
	1,627,262	1,159,752	1,251,096	1,538,081	
	1,164,992	1,250,917	2,003,369	1,605,427	
	1,159,454	1,047,533	636,128	1,540,375	
	1,213,282	974,197	1,132,996	2,306,605	
	1,182,050	967,983	1,220,779	2,373,606	

Application Nos. 75/509,069 75/580,051

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

SUGHRUE, MION, ZINN, MACPEAK & SEAS, whose postal address is 2100 Pennsylvania Avenue, N.W., Washington, D.C. 20037, United States of America, is hereby designated Applicant/Registrant's representative upon whom notice or process in proceedings affecting the marks may be served.

VOLVO TRADEMARK HOLDING AB

Date: October 10, 2000

By: Cynthia Clarke Weber
Cynthia Clarke Weber
On behalf of Assignee
Volvo Trademark Holding AB

Report 2 - T.M. File - Listing by Reg. Owner, Country, Trademark

TMID	Registered Owner	Country	Trademark	Classes	App No/ App Date	Reg No/ Reg Date	Status	Next Renewal	Agent
1705	Aktiebolaget Volvo (publ)	United States of America	Grille Slash VOLVO device	7, 12	74/315,832 18-sep-1992	1,815,680 11-jan-1994	REG ✓	11-jan-2004	Kenyon & Kenyon
720	Aktiebolaget Volvo (publ)	United States of America	VOLVO	36	702,118 21-dec-1987	1,505,329 27-sep-1988	REG ✓	27-sep-2008	Kenyon & Kenyon
721	Aktiebolaget Volvo (publ)	United States of America	VOLVO	25	74-12,711 19-dec-1989	1,627,262 11-dec-1990	REG ✓	11-dec-2000	Kenyon & Kenyon
719	Aktiebolaget Volvo (publ)	United States of America	VOLVO	41	255,095 24-mar-1980	1,164,992 11-aug-1981	REG ✓	11-aug-2001	Kenyon & Kenyon
718	Aktiebolaget Volvo (publ)	United States of America	VOLVO	39	243,446 19-dec-1979	1,159,454 30-jun-1981	REG	30-jun-2001	Kenyon & Kenyon
717	Aktiebolaget Volvo (publ)	United States of America	VOLVO	17	242,914 14-dec-1979	1,213,282 19-okt-1982	REG	19-okt-2002	Kenyon & Kenyon
716	Aktiebolaget Volvo (publ)	United States of America	VOLVO	16	243,498 19-dec-1979	1,182,050 15-dec-1981	REG	15-dec-2001	Kenyon & Kenyon
715	Aktiebolaget Volvo (publ)	United States of America	VOLVO	12	316,884 29-jun-1981	1,220,779 21-dec-1982	REG	21-dec-2002	Kenyon & Kenyon
714	Aktiebolaget Volvo (publ)	United States of America	VOLVO	11	242,913 14-dec-1979	1,213,179 19-okt-1982	REG	19-okt-2002	Kenyon & Kenyon
706	Aktiebolaget Volvo (publ)	United States of America	VOLVO	3	436,733 25-sep-1972	967,923 11-sep-1973	REG	11-sep-2003	Kenyon & Kenyon
712	Aktiebolaget Volvo (publ)	United States of America	VOLVO	8	242,912 14-dec-1979	1,159,752 07-jul-1981	REG	07-jul-2001	Kenyon & Kenyon
711	Aktiebolaget Volvo (publ)	United States of America	VOLVO	6	316,143 24-jun-1981	1,250,917 13-sep-1983	REG	13-sep-2003	Kenyon & Kenyon

Report 2 - TM File - Listing by Reg. Owner, Country, Trademark

TMID	Registered Owner	Country	Trademark	Classes	App No/ App Date	Reg No/ Reg Date	Status	Next Renewal	Agent
710	Aktiebolaget Volvo (publ)	United States of America	VOLVO	7	76,871 11-feb-1976	1,047,533 07-sep-1976	REG	07-sep-1996	Kenyon & Kenyon
709	Aktiebolaget Volvo (publ)	United States of America	VOLVO	37	441,642 20-nov-1972	974,197 27-nov-1973	REG	27-nov-2003	Kenyon & Kenyon
708	Aktiebolaget Volvo (publ)	United States of America	VOLVO	2	436,737 25-sep-1972	967,983 11-sep-1973	REG	11-sep-2003	Kenyon & Kenyon
707	Aktiebolaget Volvo (publ)	United States of America	VOLVO	1	436,734 25-sep-1972	967,939 11-sep-1973	REG	11-sep-2003	Kenyon & Kenyon
713	Aktiebolaget Volvo (publ)	United States of America	VOLVO	9	242,855 14-dec-1979	1,267,731 21-feb-1984	REG	21-feb-2004	Kenyon & Kenyon
705	Aktiebolaget Volvo (publ)	United States of America	VOLVO	12	697,349 31-okt-1955	636,129 23-okt-1956	REG	23-okt-2006	Kenyon & Kenyon
722	Aktiebolaget Volvo (publ)	United States of America	VOLVO 760 GLE	12	359,592 13-apr-1982	1,251,096 13-sep-1983	REG	13-sep-2003	Kenyon & Kenyon
725	Aktiebolaget Volvo (publ)	United States of America	VOLVO 860 SPORTSWAGON	12	74/456,191 05-nov-1993	2,003,369 24-sep-1996	REG	24-sep-2006	Kenyon & Kenyon
704	Aktiebolaget Volvo (publ)	United States of America	VOLVO device	12	697,348 31-okt-1955	636,128 23-okt-1956	REG	23-okt-2006	Kenyon & Kenyon
3067	Aktiebolaget Volvo (publ)	United States of America	VOLVO FOR LIFE	9, 12, 36, 37, 38, 39, 41	75/580,051 30-oct-1998		NYF		Sughrie Mion MacPeak & Seas Plc
1885	Aktiebolaget Volvo (publ)	United States of America	VOLVO OCEAN RACE	16, 18, 25, 28, 41, 42	75/509,069 25-June-1998		NYF		Fross Zelnick Lehman & Zissu, P.C.
1888	Aktiebolaget Volvo (publ)	United States of America	VOLVO OCEAN RACE	12			PEN		Fross Zelnick Lehman & Zissu, P.C.

Report 2 - T.M. File - Listing by Reg. Owner, Country, Trademark

TMID	Registered Owner	Country	Trademark	Classes	App No./ App Date	Reg No./ Reg Date	Status	Next Renewal	Agent
724	Aktiebolaget Volvo (publ)	United States of America	VOLVO PENTA PRO device	7	185,526 13-sep-1978	1,132,996 15-apr-1980	REG	15-apr-2000	Kenyon & Kenyon
701	Aktiebolaget Volvo (publ)	Uruguay	VOLVO	1, 4, 6, 7, 9, 11, 17, 19	148,609 13-nov-1975	211,103 27-apr-1976	REG	05-maj-2008	G. Breuer
702	Aktiebolaget Volvo (publ)	Uruguay	VOLVO	12	01-aug-1955	296,733 18-mar-1957	REG	18-nov-2007	G. Breuer
703	Aktiebolaget Volvo (publ)	Uruguay	VOLVO device	12	01-aug-1955	296,734 18-mar-1957	REG	18-nov-2007	G. Breuer
726	Aktiebolaget Volvo (publ)	Uzbekistan	VOLVO	7, 12	2,345 08-okt-1993	1,235 15-jan-1968	REG	15-jan-2008	Baker & McKenzie
727	Aktiebolaget Volvo (publ)	Uzbekistan	VOLVO device	7, 12	2,344 08-okt-1993	1,234 15-jan-1968	REG	15-jan-2008	Baker & McKenzie
728	Aktiebolaget Volvo (publ)	Venda	VOLVO	7	753,609 14-jul-1975	753,609 14-jul-1975	REG	14-jul-2005	Adams & Adams
729	Aktiebolaget Volvo (publ)	Venda	VOLVO	12	1,445,55 12-maj-1955	1,445,55 12-maj-1955	REG	12-maj-1999	Adams & Adams
730	Aktiebolaget Volvo (publ)	Venda	VOLVO device	12	12-maj-1955	1,446,55 12-maj-1955	REG	12-maj-1999	Adams & Adams
737	Aktiebolaget Volvo (publ)	Venezuela	VOLVO	7, 8	11,265 04-nov-1958	37,714-F 27-okt-1959	REG	27-okt-2004	Bentata Hoet & Asociados
732	Aktiebolaget Volvo (publ)	Venezuela	VOLVO	12	26,660 15-maj-1952	26,660 15-maj-1952	REG	15-maj-1997	Bentata Hoet & Asociados
731	Aktiebolaget Volvo (publ)	Venezuela	VOLVO	7	26,290 20-feb-1952	26,290 20-feb-1952	REG	20-feb-1997	Bentata Hoet & Asociados
734	Aktiebolaget Volvo (publ)	Venezuela	VOLVO	7, 9, 11	11,266 04-nov-1958	37,715-F 27-okt-1959	REG	27-okt-2004	Bentata Hoet & Asociados

Volvo Trademarks to be assigned to Volvo Trademark Holding AB

Germany	VOLVO METROPOLITAN	39 846 304	Volvo Deutschland GmbH, Cologne
Germany	VOLVO SCANDINAVIA	39 844 428	Volvo Deutschland GmbH, Cologne
Germany	VOLVO BY TEL	39 844 429	Volvo Deutschland GmbH, Cologne
Germany	AKTIV FÜR DIE UMWELT VOLVO dev	2 030 878	Volvo Deutschland GmbH, Cologne
USA	VOLVO VALUE INSURANCE	75 561 917	Volvo Cars of North America
USA	VOLVO PERSONAL SHOPPER	75 561 914	Volvo Cars of North America
<u>USA</u>	VOLVO ACTION SERVICE	75 494 911	Volvo Parts North America
<u>USA</u>	1-800-52VOLVO	75 494 910	Volvo Parts North America
USA	VOLVO DRIVE SMART	75 416 705	Volvo Trucks North America

*Reg. No
2, 306, 605*

*Reg. No
2, 373, 606*

Report 2 - T.M File - Listing by Reg. Owner, Country, Trademark

TMID	Registered Owner	Country	Trademark	Classes	App No/ App Date	Reg No/ Reg Date	Status	Next Renewal	Agent
777	Aktiebolaget Volvo (publ)	Slovenia	PENTA	7	04-feb-1994	6-488-166 14-jul-1964	REG	14-jul-2004	Gabinect Pavonic
798	Aktiebolaget Volvo (publ)	South Africa	PENTA	7	2-582/45 11-okt-1945	2-582/45 11-okt-1945	REG	11-okt-2003	Adams & Adams
794	Aktiebolaget Volvo (publ)	Spain	PENTA	7		181,363 13-sep-1948	REG	13-sep-2008	H. Albinus Patentbyrå AB
797	Aktiebolaget Volvo (publ)	Sweden	PENTA	11	12-dec-1933	43,158 26-feb-1934	REG	26-feb-2004	
796	Aktiebolaget Volvo (publ)	Sweden	PENTA	7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34	19-sep-1916 19-sep-1916	19,895 26-jun-1917	REG	26-jun-2007	
1782	Aktiebolaget Volvo (publ)	Switzerland	PENTA	7	30-okt-1964	334,642 30-okt-1964	REG	28-sep-2004	Isler & Pedrazzini AG
809	Aktiebolaget Volvo (publ)	Turkey	PENTA	7, 9, 12	09-dec-1996		PEN		Stock Industrial Property Services
808	Aktiebolaget Volvo (publ)	United Kingdom	PENTA	7, 8, 11, 12	363,348	353,948 15-jul-1913	REG	15-jul-2007	WHEDDRE & GIBBONS
800	Aktiebolaget Volvo (publ)	United States of America	PENTA		697,347 31-okt-1955	629,031 19-jun-1956	REG	19-jun-2006	
801	Aktiebolaget Volvo (publ)	Venezuela	PENTA	7		15,994 08-aug-1945	REG	08-aug-2006	H. Albinus Patentbyrå AB

End of Report: printed 22-feb-1999

Report 2 - TM File - Listing by Reg. Owner, Country, Trademark

Reg No./ Reg Date	App No./ App Date	Classes	Country	Trademark	Registered Owner	Mid	Status	Next Renewal	Agent
1,538,081 09-maj-1989	605,142 19-jun-1986	12	United States of America	Grille Slash	Aktiebolaget Volvo (publ)	706	REG	09-maj-2009	Watts, Hoffmann, Fisher & Heinke Co., L.P.A.
1,605,427 10-jul-1990	73781,799 21-feb-1989	12	United States of America	Grille Slash Dashed no square	Aktiebolaget Volvo (publ)	704	REG	10-jul-2000	Watts, Hoffmann, Fisher & Heinke Co., L.P.A.
1,540,375 23-maj-1989	605,144 19-jun-1986	12	United States of America	Grille Slash Solid no square	Aktiebolaget Volvo (publ)	707	REG	23-maj-2009	Watts, Hoffmann, Fisher & Heinke Co., L.P.A.

End of Report: printed 22-feb-1999

Report 2 - T.M. File - Listing by Reg. Owner, Country, Trademark

TMID	Registered Owner	Country	Trademark	Classes	App No/ App Date	Reg No/ Reg Date	Status	Next Renewal	Agent
1688	Aktiebolaget Volvo (publ)	Canada	Truck Design - Slash no square		746,543 06-nov-1992	449,292 27-okt-1995	REG	27-OCT-2010	Watts, Hoffmann, Fisher & Heinke Co., L.P.A.
1708	Aktiebolaget Volvo (publ)	United States of America	Truck Design - Slash no square	12	73/725,772 02-maj-1988	1,614,767 25-sep-1990	REG	25-sep-2000	Watts, Hoffmann, Fisher & Heinke Co., L.P.A.

End of Report: printed 22-feb-1999

AB VOLVO (PUBL)
AND
VOLVO TRADEMARK HOLDING AB

TRADE MARK ASSIGNMENT

THIS ASSIGNMENT is made on 26 February 1999

BETWEEN:

- (1) **AB VOLVO (publ)** (registration no. 556012-5790) a corporation organised under the laws of Sweden ("**AB Volvo**"); and
- (2) **VOLVO TRADEMARK HOLDING AB** (registration no. 556567-0428), a corporation organised under the laws of Sweden (the "**Company**").

THE PARTIES AGREE as follows:

1. **DEFINITIONS**

In this Agreement:

"Copyrights" means any copyrights subsisting in the Trade Marks in any country of the world;

"Device Marks" means the device marks depicted in Schedule 1;

"Group Company" in relation to AB Volvo means its subsidiaries (apart from the Company) and "subsidiaries" shall bear the meaning given in Chapter 1, section 5 (Sw.kap. 1 §5) of the Swedish Companies Act (1975:1385);

"Trade Marks" means (a) the trade mark VOLVO (and translations and transliterations thereof) and the Device Marks (in each case whether registered or unregistered) and all trade mark registrations and applications for registrations which include the word "VOLVO" and/or any of the Device Marks (in each case whether registered or unregistered), including, without limitation, the applications and the registered trade marks listed in Schedule 2, and any other trade marks the unauthorised use of which would infringe the VOLVO trade mark (including translations and transliterations thereof) or the Device Marks; (in each case whether registered or unregistered), but excluding any rights in "Volvia"; and (b) the "PENTA" applications and registrations in Schedule 2.

"Licences" means licences to be granted by the Company to AB Volvo and to Volvo Personvagnar AB.

2. **ASSIGNMENT**

In consideration of the sum of SEK 500,000 now paid by the Company to AB Volvo (the receipt of which AB Volvo hereby acknowledges) AB Volvo acting on its own behalf and on behalf of its Group Companies hereby assigns and transfers to the Company:

- 2.1 all of the right, title and interest of AB Volvo and its Group Companies in any country of the world in and to the Trade Marks and in and to the Copyrights subject only to any subsisting licences to persons other than Group Companies to use the same, but otherwise free from all liens, charges and encumbrances.

- 2.2 the right to sue for and to recover damages and other remedies in respect of any infringement of the Trade Marks or acts of passing off or unfair competition by the unauthorised use of the Trade Marks or any confusingly similar marks or names or the Copyrights, or infringement of the Copyrights occurring before the date of this Assignment;
- 2.3 all such goodwill as is necessary to effect a valid and effective transfer of the Trade Marks to the Company.
- 2.4 for the avoidance of doubt, the parties acknowledge that no actual business is being transferred

3. **FURTHER ASSURANCE**

- 3.1 AB Volvo and the Company shall as soon as reasonably practicable and at the Company's expense do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Assignment, including procuring that any Group Company executes any necessary assignment.
- 3.2 Without prejudice to the generality of clause 3.1, AB Volvo and the Company shall execute on a country by country basis, such confirmatory assignments, in a form complying with local requirements, which are necessary or desirable to achieve recordal of change in proprietor or applicant at local trade mark registries.
- 3.3 If in any country the execution hereafter of a confirmatory assignment of the Trade Marks in that country would be ineffective or invalid by reason of the transfer effected by this Assignment, then this Assignment shall be deemed to be an agreement to assign, and not an assignment of the Trade Marks in that country.
- 3.4 The parties agree that if in any country the assignment to the Company of the Trade Marks in that country (or the recordal thereof), or the grant by the Company of the Licences (or such transactions under the Licences as are envisaged by their terms) would be ineffective or illegal or would jeopardise the validity in such country of the Trade Marks, they shall take such steps and execute such documents as are reasonably required to give effect to such alternative arrangement for that country as will most nearly achieve the object of this Assignment and the Licences and which will be effective, legal and avoid jeopardy to the validity of the Trade Marks.

4. **COMMENCEMENT**

The transfer and assignment contemplated hereby shall take effect upon the date hereof.

5. **GOVERNING LAW**

This Assignment is governed by, and shall be construed in accordance with the law of the kingdom of Sweden, without regard to any conflicts of law rules of such

jurisdiction which would result in the application of another law other than that of the kingdom of Sweden.

6. **DISPUTE RESOLUTION**

Except as otherwise expressly provided in this Assignment, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby shall be referred to arbitration in accordance with the Swedish Act on Arbitration to be conducted in Stockholm or London, at the option of the initiating party. The arbitral tribunal shall consist of three arbitrators. The arbitration shall be conducted in the English language. The rules regarding voting and litigation costs in the Code of Procedure (16.4 and Chapter 18) shall apply. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, and shall be enforceable against the parties in accordance with the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards, as amended.

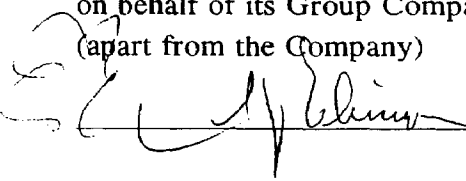
jurisdiction which would result in the application of another law other than that of the kingdom of Sweden.

6. **DISPUTE RESOLUTION**

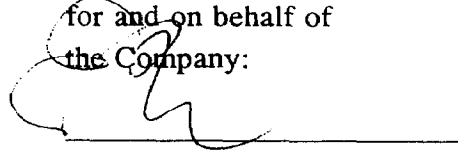
Except as otherwise expressly provided in this Assignment, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby shall be referred to arbitration in accordance with the Swedish Act on Arbitration to be conducted in Stockholm or London, at the option of the initiating party. The arbitral tribunal shall consist of three arbitrators. The arbitration shall be conducted in the English language. The rules regarding voting and litigation costs in the Code of Procedure (16.4 and Chapter 18) shall apply. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, and shall be enforceable against the parties in accordance with the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards, as amended.

EXECUTED by the parties

Signed by)
for and on behalf of)
AB Volvo (publ), acting on)
its own behalf and)
on behalf of its Group Companies)
(apart from the Company)

 Signature

Signed by)
for and on behalf of)
the Company:)

 Signature