



Form PTO-1595
1-31-92

101670014

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MED 10/10/00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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:

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 *FEE OKAY*
 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.

Cynthia C Weber

 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:
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Box Assignments, Washington, D.C. 20231

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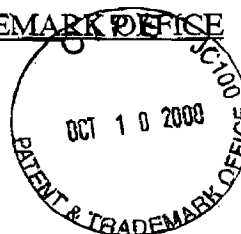
200713 Cvr Sheet

PLEASE DATE STAMP AND RETURN AFTER FILING - BOX 253X

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	697,349
	1,506,329	967, ⁹²³ 293	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			

- Paper Filed:
1. ASSIGNMENT FORM PTO 1595
 2. ASSIGNMENT
 3. APPOINTMENT OF DOMESTIC REPRESENTATIVE
 4. SCHEDULE OF MARKS

Cynthia Clarke Weber
 SUGHRUE, MION, ZINN, MACPEAK & SEAS
 2100 Pennsylvania Avenue, N.W.
 Washington, D.C. 20037
 (202) 663-7927

Date: October 10, 2000

Rept. 12 - T.1 File - Listing by Reg. Owner, Country, Trademark

TM#	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	Gilite 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	1,506,329 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
708	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 2-7.1 File - Listing by Reg. Owner, Country, Trademark

TMD	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-oct-1955	636,129 23-oct-1956	REG 23-oct-2006	Kenyon & Kenyon
722	Aktiebolaget Volvo (publ)	United States of America	VOLVO 760 GLE	12	359,592 13-apr-1982	1,251,098 13-sep-1983	REG 13-sep-2003	Kenyon & Kenyon
725	Aktiebolaget Volvo (publ)	United States of America	VOLVO 850 SPORTSWAGON	12	74,456,191 05-nov-1993	2,003,389 24-sep-1996	REG 24-sep-2006	Kenyon & Kenyon
704	Aktiebolaget Volvo (publ)	United States of America	VOLVO device	12	697,348 31-oct-1955	636,128 23-oct-1956	REG 23-oct-2006	Kenyon & Kenyon
3037	Aktiebolaget Volvo (publ)	United States of America	VOLVO FOR LIFE		9, 12, 38, 37, 36, 39, 41	75/580,051 30-oct-1998	NYF	Sughrue Mison Zimm MacPeak & Sees Pllc
1885	Aktiebolaget Volvo (publ)	United States of America	VOLVO OCEAN RACE		16, 18, 25, 28, 41, 42	75/509,069 05-June-1998	NYF	Fross Zelnick Lehman & Zissu, P.C.
1886	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, 14, 18, 20, 21, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	148,698 13-nov-1975	214,193 27-apr-1976	REG 05-maj-2008	G. Brauer
702	Aktiebolaget Volvo (publ)	Uruguay	VOLVO	12	01-aug-1955	296,733 18-mar-1957	REG 18-nov-2007	G. Brauer
703	Aktiebolaget Volvo (publ)	Uruguay	VOLVO device	12	01-aug-1955	296,734 18-mar-1957	REG 18-nov-2007	G. Brauer
726	Aktiebolaget Volvo (publ)	Uzbekistan	VOLVO	7, 12	2,345 08-okt-1993	1,235 15-jan-1998	REG 15-jan-2008	Baker & McKenzie
727	Aktiebolaget Volvo (publ)	Uzbekistan	VOLVO device	7, 12	2,344 08-okt-1993	1,234 15-jan-1998	REG 15-jan-2008	Baker & McKenzie
728	Aktiebolaget Volvo (publ)	Venda	VOLVO	7		753,609 14-jul-1975	REG 14-jul-2005	Adams & Adams
729	Aktiebolaget Volvo (publ)	Venda	VOLVO	12		1,445,555 12-maj-1955	REG 12-maj-1999	Adams & Adams
730	Aktiebolaget Volvo (publ)	Venda	VOLVO device	12	12-maj-1955	1,446,655 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 Hoyt & Asociados
732	Aktiebolaget Volvo (publ)	Venezuela	VOLVO	12		26,660 15-maj-1952	REG 15-maj-1997	Bentata Hoyt & Asociados
731	Aktiebolaget Volvo (publ)	Venezuela	VOLVO	7		26,280 20-feb-1952	REG 20-feb-1997	Bentata Hoyt & Asociados
734	Aktiebolaget Volvo (publ)	Venezuela	VOLVO	7, 9, 11	11,266 04-nov-1958	37,715 E 27-okt-1959	REG 27-okt-2004	Bentata Hoyt & 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	2 020 878	Volvo Deutschland GmbH, Cologne
		dev	
USA	VOLVO VALUE INSURANCE	75 561 917	Volvo Cars of North America
USA	VOLVO PERSONAL SHOPPER	75 561 914	Volvo Cars of North America
USA	VOLVO ACTION SERVICE	75 494 911	Volvo Parts North America
USA	1-800-52VOLVO	75 494 910	Volvo Parts North America
USA	VOLVO DRIVE SMART	75 418 705	Volvo Trucks North America

*Del, No
2, 306, 605
Del, No
2, 373, 606*

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

TMD	Registered Owner	Country	Trademark	Classes	App No/ App Date	Reg No/ Reg Date	Status	Next Renewal	Agent
777	Aktiebolaget Volvo (publ)	Slovenia	PENFA	7	04-feb-1994	6-489-1986 14-jul-1964	REG	14-jul-2004	Gabriel Perovic
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		181,383 13-sep-1946	REG	13-sep-2003	H. Albinas Patentbyrå AB
797	Aktiebolaget Volvo (publ)	Sweden	PENTA	11	12-dec-1933	43,158 28-feb-1934	REG	28-feb-2004	
796	Aktiebolaget Volvo (publ)	Sweden	PENTA	11, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 28, 27, 28, 29, 30, 31, 32, 33, 34	19-sep-1916	19,895 26-jun-1917	REG	26-jun-2007	
1792	Aktiebolaget Volvo (publ)	Switzerland	PENTA	7	30-okt-1964	394,642 30-okt-1964	REG	28-sep-2004	Isler & Pedrazzini AG
809	Aktiebolaget Volvo (publ)	Turkey	PENTA	7, 9, 12	09-dec-1995		PEN		Stock Industrial Property Services
798	Aktiebolaget Volvo (publ)	United Kingdom	PENFA	7, 9, 11, 12	28-jan-1988	553,916 15-jul-1913	REG	15-jul-2007	WATBORN & 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	PENFA	7		15,984 08-aug-1945	REG	08-aug-2006	H. Albinas Patentbyrå AB

End of Report: printed 22-feb-1999

Report 2 - T 1 File - Listing by Reg. Owner, Country, Trademark

MID	Registered Owner	Country	Trademark	Classes	App No/ App Date	Reg No/ Reg Date	Status Next Renewal	Agent
706	Aktiebolaget Volvo (publ)	United States of America	Grille Slash	12	805,142 19-jun-1988	1,538,061 09-maj-1989	REG 09-maj-2009	Watts, Hoffmann, Fisher & Heinke Co., L.P.A.
704	Aktiebolaget Volvo (publ)	United States of America	Grille Slash Dashed no square	12	79781,799 21-feb-1989	1,605,427 10-jul-1990	REG 10-jul-2000	Watts, Hoffmann, Fisher & Heinke Co., L.P.A.
707	Aktiebolaget Volvo (publ)	United States of America	Grille Slash Solid no square	12	805,144 19-jun-1988	1,540,375 23-maj-1989	REG 23-maj-2009	Watts, Hoffmann, Fisher & Heinke Co., L.P.A.

End of Report: printed 22-feb-1999

Repc. 12 - T.1 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		746,648 06-nov-1992	449,292 27-oct-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	731725,772 02-maj-1988	1,614,767 25-sep-1990	REG	26-sep-2000	Watts, Hoffmann, Fisher & Heinke Co., L.P.A.

End of Report: printed 22-feb-1999

26 February 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

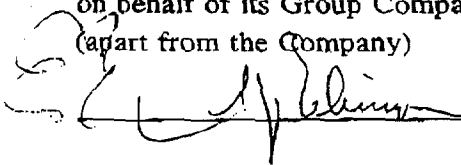
jurisdiction which would result in the application of another law *other than that of the kingdom of Sweden.*

6. **DISPUTE RESOLUTION**

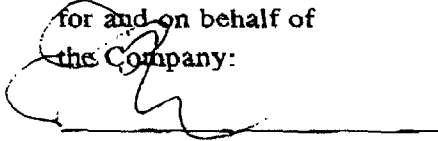
Except as otherwise expressly provided in this Assignment, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby shall be referred to arbitration 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.

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