

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roadmaster, LLC		06/04/2009	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	International Truck Intellectual Property Company		
Street Address:	4201 Winfield Road		
Internal Address:	P.O. Box 1488		
City:	Warrenville		
State/Country:	ILLINOIS		
Postal Code:	60555		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1796941	ROADMASTER	
CORRESPONDENCE DATA			
Fax Number:	(312)616-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-616-5600		
Email:	trademark@leydig.com		
Correspondent Name:	Leydig, Voit & Mayer, Ltd.		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson Ave		
Address Line 2:	Suite 4900, ATTN: Mark J. Liss		
Address Line 4:	Chicago, ILLINOIS 60601-6731		
ATTORNEY DOCKET NUMBER:	270411		
NAME OF SUBMITTER:	Mark J. Liss		
Signature:	/Mark J. Liss/		

CH \$40.00 1796941

Date:

09/09/2010

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 4, 2009 ("Effective Date") by and between **Roadmaster, LLC**, an Indiana limited liability company, with its principal office at 1628 W. Beardsley Avenue, Elkhart, Indiana 46515 ("Assignor"), and **International Truck Intellectual Property Company**, an Illinois limited liability company, with its principal office at 4201 Winfield Road, P.O. Box 1488, Warrenville, Illinois 60555 ("Assignee").

WHEREAS, pursuant to that certain Amended and Restated Asset Purchase Agreement dated April 23, 2009 by and among Workhorse International Holding Company, Navistar, Inc., Monaco Coach Corporation, and Assignor (as amended, the "Agreement"), Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, and the unregistered trademarks set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned

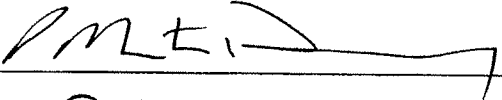
herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ROADMASTER, LLC

**INTERNATIONAL TRUCK
INTELLECTUAL PROPERTY
COMPANY**


Name: P. Martin Daky
Title: Vice President

Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ROADMASTER, LLC

**INTERNATIONAL TRUCK
INTELLECTUAL PROPERTY
COMPANY**

Name: _____

Name: Jeffrey Calkins

Title: _____

Title: VP + SR. Counsel

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
ROADMASTER	U.S.	74/079272 7/16/1990	1796941 10/5/1993

SCHEDULE B

UNREGISTERED TRADEMARKS

ROADMASTER & DESIGN



ROADMASTER LOGO 

R-SPORT