

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Execution date previously recorded on Reel 005153 Frame 0125. Assignor(s) hereby confirms the execution date should be 5/15/2013.												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 20%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 30%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>International Truck Intellectual Property Company, LLC</td> <td></td> <td>05/15/2013</td> <td>LIMITED LIABILITY COMPANY:</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	International Truck Intellectual Property Company, LLC		05/15/2013	LIMITED LIABILITY COMPANY:				
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International Truck Intellectual Property Company, LLC		05/15/2013	LIMITED LIABILITY COMPANY:										
RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Navistar RV, LLC</td> </tr> <tr> <td>Street Address:</td> <td>1031 U.S. 224 E</td> </tr> <tr> <td>City:</td> <td>Decatur</td> </tr> <tr> <td>State/Country:</td> <td>INDIANA</td> </tr> <tr> <td>Postal Code:</td> <td>46733</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>		Name:	Navistar RV, LLC	Street Address:	1031 U.S. 224 E	City:	Decatur	State/Country:	INDIANA	Postal Code:	46733	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
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Street Address:	1031 U.S. 224 E												
City:	Decatur												
State/Country:	INDIANA												
Postal Code:	46733												
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE												
PROPERTY NUMBERS Total: 3													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3541044</td> <td>RIPTIDE</td> </tr> <tr> <td>Registration Number:</td> <td>3277523</td> <td>PACIFICA</td> </tr> <tr> <td>Serial Number:</td> <td>85415901</td> <td>HOLIDAY RAMBLER QUIET COOL</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Registration Number:	3541044	RIPTIDE	Registration Number:	3277523	PACIFICA	Serial Number:	85415901	HOLIDAY RAMBLER QUIET COOL
Property Type	Number	Word Mark											
Registration Number:	3541044	RIPTIDE											
Registration Number:	3277523	PACIFICA											
Serial Number:	85415901	HOLIDAY RAMBLER QUIET COOL											
CORRESPONDENCE DATA													
Fax Number: 8163331205 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 8163635466 Email: t.brownlee@wbbdlaw.com Correspondent Name: Timothy R. Brownlee Address Line 1: 401 W. 89th Street Address Line 4: Kansas City, MISSOURI 64114													
NAME OF SUBMITTER:	Timothy R. Brownlee												

OP \$90.00 3541044

Signature:	/Timothy R. Brownlee/
Date:	11/21/2013
Total Attachments: 6 source=Confirmation receipt assignment filing 11.13.2013#page1.tif source=Confirmation receipt assignment filing 11.13.2013#page2.tif source=TM assignment - signed#page1.tif source=TM assignment - signed#page2.tif source=TM assignment - signed#page3.tif source=TM assignment - signed#page4.tif	



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Confirmation Receipt

Your assignment has been received by the USPTO.
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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
International Truck Intellectual Property Company, LLC		10/16/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Navistar RV, LLC
Street Address:	1031 U.S. 224 E
City:	Decatur
State/Country:	INDIANA
Postal Code:	46733
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85415901	HOLIDAY RAMBLER QUIET COOL
Registration Number:	3277523	PACIFICA

Registration Number:	3541044	RIPTIDE
CORRESPONDENCE DATA		
Fax Number:		
Phone:	816-363-5466	
Email:	t.brownlee@wbbdlaw.com	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Timothy R. Brownlee	
Address Line 1:	401 W. 89th Street	
Address Line 4:	Kansas City, MISSOURI 64114	
NAME OF SUBMITTER:	Timothy R. Brownlee	
Signature:	/Timothy R. Brownlee/	
Date:	11/13/2013	
Total Attachments: 4		
source=TM assignment - signed#page1.tif		
source=TM assignment - signed#page2.tif		
source=TM assignment - signed#page3.tif		
source=TM assignment - signed#page4.tif		
RECEIPT INFORMATION		
ETAS ID:	TM286449	
Receipt Date:	11/13/2013	
Fee Amount:	\$90	

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TRADEMARK ASSIGNMENT

16th THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this day of October, 2013, effective nunc pro tunc as of May 15, 2013 ("Effective Date") by and between **International Truck Intellectual Property Company, LLC**, an Illinois limited liability company ("Assignor"), and **Navistar RV, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations and applications set forth on Schedule A attached hereto and the unregistered trademarks set forth on Schedule B, and all common law, state and foreign rights for trademarks and service marks that are identical matching counterparts for the the entries in the first column of Schedule A, and in each case, together with the goodwill of the business associated with any of the foregoing (collectively, the "Marks"); and

WHEREAS, Assignee operates and conducts, or is the successor to, the business to which the Marks pertain, and that business is ongoing and existing.

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

1. The recitals to this Assignment are hereby incorporated by reference herein and form an integral part of this Assignment.

2. 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, Canada 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, Canada or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, free and clear of any and all security interests, debts, liens and encumbrances suffered or incurred by Assignor, 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, dilution, misappropriation, violation, misuse, unauthorized use, breach or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts, as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Marks and other rights conveyed herewith.

4. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks, the Canadian Intellectual Property Office and the corresponding entities or agencies in any applicable U.S. states and foreign countries, to record Assignee as the assignee and owner of the Marks.

5. This Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the State of Delaware applicable to agreements made and performed within the State of Delaware without regard to conflicts of laws principles thereof.

6. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other assigned Marks.

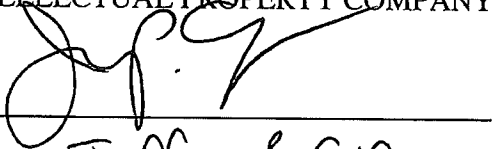
7. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile or .pdf signature shall be deemed an original.

* * * * *

[The remainder of this page is intentionally left blank.]

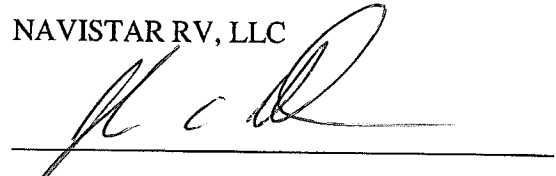
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

INTERNATIONAL TRUCK
INTELLECTUAL PROPERTY COMPANY



Name: Jeffrey V. Galfa
Title: VP + SR Counsel

NAVISTAR RV, LLC



Name: John Draheim
Title: CEO

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Application No.	Application Date	Registration No.	Registration Date
HOLIDAY RAMBLER QUIET COOL	United States of America	85415901	9/6/2011		
HOLIDAY RAMBLER QUIET COOL	Canada	1563664	2/10/2012		
PACIFICA	United States of America	78738542	10/21/2005	3277523	8/7/2007
RIPTIDE	United States of America	77189378	5/24/2007	3541044	12/2/2008