

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303742

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		04/25/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	EZ Pack Refuse Hauling Solutions, LLC		
Street Address:	200 Ladish Road		
City:	Cynthiana		
State/Country:	KENTUCKY		
Postal Code:	41031		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0768652	E-Z PACK	
Registration Number:	1430155	GOLIATH	
Registration Number:	3709109	E-Z PACK	
Registration Number:	3514782	APOLLO	
Registration Number:	3582126	HERCULES	
CORRESPONDENCE DATA			
Fax Number:	8132270439		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8132277433		
Email:	DHayes@trenam.com		
Correspondent Name:	Diana L. Hayes		
Address Line 1:	101 E. Kennedy Blvd		
Address Line 2:	Suite 2700		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	13-3251		
NAME OF SUBMITTER:	Diana L. Hayes		
SIGNATURE:	/Diana L. Hayes/		
DATE SIGNED:	05/06/2014		

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Total Attachments: 5

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT**

WHEREAS, International Truck Intellectual Property Company, LLC, an Illinois limited liability company with offices at 2701 Navistar Drive, Lisle, Illinois 60532 (“ASSIGNOR”) owns certain trademarks and/or service marks, and applications and/or registrations for such marks, as listed in Exhibit A attached hereto and incorporated herein by this reference (“MARKS”); and

WHEREAS, EZ Pack Refuse Hauling Solutions, LLC, a Delaware limited liability company, with offices at 200 Ladish Road, Cynthiana, Kentucky 41031 (“ASSIGNEE”), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the MARKS, together with the goodwill of the business symbolized by the MARKS;

WHEREAS, ASSIGNEE is a successor to a portion of the business of the ASSIGNOR to which the MARKS pertain, which business is ongoing and existing;

WHEREAS, ASSIGNOR, Navistar, Inc., a Delaware corporation, UpTime Parts, LLC, a Delaware limited liability company and ASSIGNEE have entered into a certain Asset Purchase Agreement dated as of the date hereof (the “APA”), assigning, among other things, all right, title and interest in and to the MARKS and in and to the registrations and/or applications for same from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the MARKS, and to the applications and/or registrations for the MARKS and all issuances, extensions and renewals thereof, together with the goodwill of the business symbolized by the MARKS and the portion of the business of the ASSIGNOR to which the MARKS pertain, which business is ongoing and existing, including, without limitation, all rights to apply for, file, register, maintain, extend or renew same, all rights to transfer and grant licenses and other rights with respect thereto, all claims and causes of action with respect thereto, any and all royalties, fees, income payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and all rights to enforce, and bring actions for all past, present and future infringements, misappropriations or other violations of or relating thereto and to settle, and collect and retain the proceeds from, any such actions. ASSIGNEE hereby accepts such conveyance, assignment, and transfer.

ASSIGNOR grants to ASSIGNEE and to the attorneys of record (now and in the future) for the MARKS the power to insert on this Assignment any further identification information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, and any foreign trademark office, for recordation of this document. ASSIGNOR agrees, at the reasonable request of ASSIGNEE, to take or cause to be taken all such other actions, including the execution of any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments and other documents, which may be reasonably required or necessary to more effectively secure to, and vest in, ASSIGNEE

and its successors and assigns, the entire right, title and interest in and to the MARKS and otherwise to effectuate fully the purposes, terms and conditions of this Assignment.

This Assignment is binding upon and inures to the benefit of all of ASSIGNOR and ASSIGNEE and their respective successors and assigns. This Assignment shall be governed by the laws of the State of Delaware. The representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the APA and this Assignment, the APA shall govern.

This Assignment may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A signature to this Assignment delivered by facsimile or Portable Document Format (PDF) will be sufficient for all purposes between the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 25 day of April, 2014.

INTERNATIONAL TRUCK INTELLECTUAL PROPERTY COMPANY, LLC *YPC*

By: *Jim Moran*

Title: *Senior Vice President + Treasurer*

Agreed to and Accepted:

EZ PACK REFUSE HAULING SOLUTIONS, LLC

By: _____

Title: _____

[Signature Page to the Trademark Assignment]

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 25 day of April, 2014.

INTERNATIONAL TRUCK INTELLECTUAL PROPERTY COMPANY, LLC

By: _____

Title: _____

Agreed to and Accepted:

EZ PACK REFUSE HAULING SOLUTIONS, LLC

By:  _____

Title: PRESIDENT _____

[Signature Page to the Trademark Assignment]

va-418241

TRADEMARK
REEL: 005275 FRAME: 0071

**EXHIBIT A
MARKS**

Type/Country	Trademark	Registration / Serial Number	Registration / Filing Date
United States	EZ-PACK	0768652	4/28/1964
United States	GOLIATH logo	1430155	2/24/1987
United States	E-Z PACK logo	3709109	11/10/2009
United States	APOLLO	3514782	10/14/2008
United States	HERCULES	3582126	3/3/2009