

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308447

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Vincent Motors LLC | | 05/21/2014 | LIMITED LIABILITY COMPANY: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | Eicher Motors Ltd | | |
| Street Address: | 96, Sector 32, Gurgaon | | |
| City: | Haryana | | |
| State/Country: | INDIA | | |
| Postal Code: | 122001 | | |
| Entity Type: | CORPORATION: INDIA | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85397317 | VINCENT | |
| Serial Number: | 85396580 | VINCENT HRD | |
| Serial Number: | 85396591 | VINCENT | |
| Serial Number: | 75544422 | H-R-D THE VINCENT H-R-D CO. LTD. STEVENA | |
| Serial Number: | 75218974 | BLACK SHADOW | |
| Serial Number: | 75210945 | VINCENT MOTORCYCLES BLACKEAGLE | |
| Serial Number: | 74617178 | VINCENT MOTORCYCLES H R D | |
| Serial Number: | 74493026 | BLACK LIGHTNING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2028576395 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 202-857-6000 | | |
| Email: | kristen.koines@arentfox.com | | |
| Correspondent Name: | Anthony V. Lupo | | |
| Address Line 1: | 1717 K St., NW | | |
| Address Line 2: | c/o Arent Fox LLP | | |
| Address Line 4: | Washington, D.C. 20036 | | |
| ATTORNEY DOCKET NUMBER: | 035124.00001 | | |

OP \$215.00 85397317

DOMESTIC REPRESENTATIVE

Name: Anthony V. Lupo
Address Line 1: 1717 K St., NW
Address Line 2: c/o Arent Fox LLP
Address Line 4: Washington, D.C. 20036

| | |
|---------------------------|----------------|
| NAME OF SUBMITTER: | Luna M. Samman |
|---------------------------|----------------|

| | |
|-------------------|---------------|
| SIGNATURE: | /luna samman/ |
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|---------------------|------------|
| DATE SIGNED: | 06/23/2014 |
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

WHEREAS, Vincent Motors LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Washington and having its registered agent of service residing at 6126 Douglas Ave SE, Snoqualmie WA 98065, herein below called "VM" or "Assignor", owns and has used in its business the trademarks, trademark applications and trademark registrations, as shown on the attached Schedule A (collectively the "Marks"); and

WHEREAS, Eicher Motors Ltd ("Eicher" or "Assignee") having their office at 96, Sector 32, Gurgaon, Haryana, India-122001, herein below called "Eicher", is desirous of acquiring the entire right, title and interest in and to the said Marks and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith;

THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, said VM has sold, assigned, transferred and by these presents does hereby sell, assign, and transfer unto the said Eicher, its successors or assigns, the entire right, title and interest in and to the said Marks and in and to any registrations, renewals and extensions that may be granted thereon, together with the business and the goodwill connected therewith, together with all common law rights and any right to sue for all cause of action related to the Marks in Eicher's own name and to recover any damages, awards, remedies and profits for past infringement, unfair competition or passing off thereof or related thereto. said rights to be held and enjoyed by Eicher, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by VM if this assignment and sale had not been made.

VM also hereby agrees with Eicher that VM will not execute any writing or do any act whatsoever conflicting with these assignments, covenants and agreements, and that it will, at any time upon request without further or additional consideration but at the expense of Eicher, execute such additional assignments and other writing and do such additional acts as Eicher may deem necessary or desirable to perfect, secure, record, and register Eicher's enjoyment of this grant, it being understood that the foregoing assignments, covenants and agreements shall bind assigns and legal representatives of VM and inure to the benefit of the assigns and legal representatives of Eicher.

IN TESTIMONY WHEREOF, We have hereunto set our hands.

Vincent Motors LLC

Dated: 5/21/14

By: David H. Green
Print Name: DAVID H. GREEN
Print Title: MANAGING MEMBER

Eicher Motors Ltd.

Dated: _____

By: _____
Print Name: _____
Print Title: _____

Vincent Motors LLC

Dated: _____


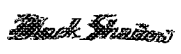
By: _____
Print Name:
Print Title:



Eicher Motors Ltd.

Dated: _____

By: halit
Print Name: LAJIT MAJIK
Print Title: CFO

Schedule A
Unregistered and Registered Trademarks

| Country | Mark | Application/ Registration No. | Goods and Services | Next Deadline |
|---------------|--|-------------------------------------|---|--|
| United States | VINCENT | App 85397317 | INT. CL. 9 PROTECTIVE HELMETS, NAMELY, MOTORCYCLE HELMETS INT. CL. 12 MOTORCYCLES AND STRUCTURAL PARTS THEREFOR | N/A |
| United States | VINCENT HRD | App 85396580 Reg 4128588 | INT. CL. 25 CAPS; JACKETS; SHIRTS; T- SHIRTS First Used: 31-OCT- 2003 (IC 25) | Declaration of Use due between 4/17/2017 and 4/17/2018 |
| United States | VINCENT | App 85396591 Reg 4128589 | INT. CL. 25 CAPS; JACKETS; SHIRTS; T- SHIRTS | Declaration of Use due between 4/17/2017 and 4/17/2018 |
| United States | H-R-D THE VINCENT H-R-D CO. LTD. STEVENAGEHERTS  | App 75544422 Reg 2281568 | INT. CL. 25 CLOTHING, NAMELY, JACKETS, HATS, [PANTS, GLOVES] AND T- SHIRTS | Renewal due between 9/28/2018 and 9/28/2019 |
| United States | BLACK SHADOW  | App 75218974 Reg 2121683 | INT. CL. 25 CLOTHING, NAMELY, [JACKETS,] HATS, [PANTS, GLOVES,] AND T- | Renewal due between 12/16/2016 and 12/16/2017 |

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| | | | SHIRTS | |
| United States | VINCENT MOTORCYCLES BLACKEAGLE  | App 75210945 Reg 2136929 | INT. CL. 25 CLOTHING, NAMELY, JACKETS, HATS, PANTS, GLOVES AND T- SHIRTS | Renewal due between 2/17/2017 and 2/17/2018 |
| United States | VINCENT MOTORCYCLES H R D  | App 74617178 Reg 1950910 | INT. CL. 25 CLOTHING, NAMELY JACKETS, HATS, PANTS, GLOVES AND T-SHIRTS | Renewal due between 1/23/2015 and 1/23/2016 |
| United States | BLACK LIGHTNING | App 74493026 Reg 1984516 | INT. CL. 25 CLOTHING; NAMELY, JACKETS, HATS, PANTS, GLOVES AND T- SHIRTS | Renewal due between 7/2/2015 and 7/2/2016 |
| Germany | VINCENT BLACK EAGLE | App 30350849.3 Reg 30350849 | INT. CL. 12 and 25 Motorcycles; clothing, in particular jackets, hats, headgear, trousers, gloves and t shirts | Renewal due 10/31/2023 |
| Japan | VINCENT VINCENT | App H07- 083753 Reg 3357589 | Motorcycles, bicycles and parts | Renewal due 11/7/2017 |
| International Register (extended to China, India, and Russia) | VINCENT | App 85397317 | 09 Protective helmets, namely, motorcycle helmets. 12 Motorcycles and structural parts therefor. | N/A |