

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Drew McManigle, as Assignee for the benefit of Creditors of Indigen Armor, Inc.		03/03/2015	CORPORATION: DELAWARE
Indigen Armor, Inc.		03/03/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Navistar Defense, LLC		
Street Address:	1675 E. Whitcomb		
City:	Madison Heights		
State/Country:	MICHIGAN		
Postal Code:	48071		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3902828	INDIGEN ARMOR	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-876-7708		
Email:	beth.arnold@lw.com		
Correspondent Name:	Elizabeth Arnold		
Address Line 1:	330 North Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Elizabeth Arnold		
SIGNATURE:	/s/ Elizabeth Arnold		
DATE SIGNED:	03/18/2015		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK (this "Trademark Assignment") made as of March 3, 2015, by Drew McManigle, as Assignee for the Benefit of Creditors of Indigen Armor, Inc. ("McManigle" and an "Assigning Party"), and Indigen Armor, Inc., a Delaware corporation ("Indigen" and an "Assigning Party"), to Navistar Defense, LLC, a Delaware limited liability company ("Navistar").

WHEREAS, Indigen, the other assignors party thereto and McManigle entered into an Assignment Agreement made May 2, 2014, pursuant to which Indigen assigned all of its assets to McManigle for the benefit of Indigen's creditors;

WHEREAS, McManigle and Indigen, on the one hand, and Navistar, on the other hand, are parties to that certain Sale and Settlement Agreement and Mutual Release dated as of November 18, 2014 (the "Sale Agreement") (capitalized terms used herein without definition shall have the meanings set forth in the Sale Agreement);

WHEREAS, pursuant to the Sale Agreement, McManigle and Indigen have agreed to sell, convey and deliver to Navistar all of the Intellectual Property, including without limitation the mark set forth on Schedule I attached hereto and incorporated by reference herein, which is registered in the United States Patent and Trademark Office (the "Assigned Mark");

WHEREAS, Navistar desires to acquire all right, title and interest of McManigle and Indigen in and to the Assigned Mark; and

WHEREAS, each Assigning Party desires to execute and deliver this Trademark Assignment to evidence the assignment of the Assigned Mark for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assigning Party hereby agrees as follows:

Each Assigning Party does hereby convey, assign, transfer and deliver to Navistar, free and clear of any Liens, Claims or Encumbrances, (i) all right, title and interest of such Assigning Party in and to the Assigned Mark, including any and all registrations and applications for registration thereof and the goodwill of the business connected with the use thereof and symbolized thereby, (ii) any past, present or future claims or causes of actions arising out of or related to any infringement, dilution or other violation or impairment of the foregoing and the right to sue or otherwise recover therefor, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, the same to be held and enjoyed by Navistar, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assigning Party if this Trademark Assignment had not been made.

At any time, each Assigning Party shall promptly execute and deliver, without consideration, such other documents as Navistar may reasonably request, and/or take any

additional actions, in each case, if reasonably necessary or advisable in connection with the consummation of the transactions contemplated by the Sale Agreement and this Trademark Assignment, to more effectively convey, assign and transfer to Navistar (and/or to more effectively record or evidence the same), and to put Navistar in actual possession and control of, the Assigned Mark.

Each Assigning Party hereby authorizes and requests that the United States Patent and Trademark Office record this Trademark Assignment.

This Trademark Assignment shall be governed by and construed under and in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof. The Delaware Court of Chancery shall retain jurisdiction over any action or proceeding arising out of or relating to this Trademark Assignment, and all claims in respect of such action or proceeding may be heard and determined in the Delaware Court of Chancery. Each party expressly agrees that exclusive jurisdiction for the resolution of any disputes arising out of or in any way relating to this Trademark Assignment shall be the Delaware Court of Chancery (or if the Court of Chancery does not have subject matter jurisdiction then a state court in the State of Delaware with jurisdiction).

This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures provided by facsimile or electronic transmission will be deemed to be original signatures.

[signature page follows]

IN WITNESS WHEREOF, each Assigning Party has caused this Trademark Assignment to be duly executed as of the date first written above.



DREW McMANIGLE, as Assignee for the Benefit of Creditors of Indigen Armor, Inc.

INDIGEN ARMOR, INC.

By: _____

Name:

Title:

Acknowledged and Agreed:

NAVISTAR DEFENSE, LLC

By: _____

Name:

Title:

SCHEDULE I

Mark	Serial Number Filing Date	Registration Number Registration Date
INDIGEN ARMOR	77/890,991 12/10/2009	3,902,828 1/11/2011