

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366363

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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 |
| Volvo Group North America, LLC | | 06/10/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Volvo Truck Corporation | | |
| Also Known As: | Volvo Lastvagnar AB | | |
| Street Address: | SE-405 08 | | |
| City: | Göteborg | | |
| State/Country: | SWEDEN | | |
| Entity Type: | CORPORATION: SWEDEN | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2460178 | 770 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3367338473 | | |
| <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: | (336) 721-3747 | | |
| Email: | trademarkswinston@wcsr.com | | |
| Correspondent Name: | Randel S. Springer | | |
| Address Line 1: | Womble Carlyle Sandridge & Rice, LLP | | |
| Address Line 2: | One West Fourth Street | | |
| Address Line 4: | Winston-Salem, NORTH CAROLINA 27101 | | |
| ATTORNEY DOCKET NUMBER: | 72052.0001.5 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Randel S. Springer | | |
| Address Line 1: | Womble Carlyle Sandridge & Rice, LLP | | |
| Address Line 2: | One West Fourth Street | | |
| Address Line 4: | Winston-Salem, NORTH CAROLINA 27101 | | |
| NAME OF SUBMITTER: | Randel S. Springer | | |
| SIGNATURE: | /Randy Springer/ | | |

CH \$40.00 2460178

| | |
|---------------------|------------|
| DATE SIGNED: | 12/18/2015 |
|---------------------|------------|

Total Attachments: 4

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TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (this "Agreement") effective as of June 10, 2015, (Effective date) is entered into by and between:

VOLVO GROUP NORTH AMERICA, LLC, (formerly known as Volvo Group North America, Inc., formerly known as Volvo Trucks North America, Inc.) Tax ID 58-2431188, a corporation organized and existing under the laws of United States of America and having its corporate offices in Greensboro, USA (hereinafter referred to as "VGNA"),

and,

VOLVO LASTVAGNAR AB, Corporate Registration Number 556013-9700, a corporation organized and existing under the laws of Sweden and having its corporate offices in Gothenburg, Sweden (hereinafter referred to as "VTC").

WHEREAS, the Volvo Group is one of the world's leading suppliers of commercial transportation products, such as trucks, buses, construction equipment, and drive systems for marine and industrial applications. AB Volvo, a widely held and publicly traded Swedish corporation, is the ultimate parent of the Volvo Group and directly owns 100% of VTC and the group of affiliated U.S. corporations of which VGNA belongs to;

WHEREAS, the Volvo Group's global transfer pricing model (VTPM) is based on the historic centralization of intangible property and business risks in a limited number of Swedish entities, referred to as "Entrepreneurs". Other Volvo companies, referred to as "Service Providers", perform limited-risk contract services in their respective countries on behalf of these Entrepreneurs. Service Providers are compensated for their value added activities based on their functional and risk profile. The implementation of the model is necessary to facilitate sharing of common processes and technology platforms around the world in accordance with Volvo's business model.

WHEREAS, VTC as an Entrepreneur legally or beneficially own all non-routine intangible assets employed by the Service Providers, including all technical and marketing intangibles. VTC have historically managed and funded the development, enhancement and maintenance of these intangibles;

WHEREAS, VGNA as a Service Provider is allowed to use VTC's intangibles in connection with performing its functions but does not grant or convey any ownership or economic interest in the intangibles owned by VTC, including any intangibles developed or enhanced through their performance of contract services. The Service Providers do not pay a separate royalty or other consideration for this use and its compensation is determined by reference to comparable contract service providers that do not own any non-routine intangibles;

WHEREAS, VGNA is the registered owner of certain trademarks as set out in **Appendix A**, (hereinafter collectively referred to as the "INTANGIBLES");

WHEREAS, VGNA is willing to transfer the registrations of the INTANGIBLES to VTC in order to confirm VTC's legal and beneficial economic ownership of the INTANGIBLES and VTC is willing to acquire the registrations in accordance with the terms and conditions hereof;

NOW THEREFORE, the Parties agree as follows.

1. As of the effective date of this Agreement, VGNA hereby assigns, to VTC, VGNA's entire right, title and interest in all the INTANGIBLES specified in **Appendix A**.
2. There shall be no fee for the transfer of the registrations as the ownership in the INTANGIBLES already before this transfer shall be considered to lie with VTC.

3. This Agreement shall be construed in accordance with, and governed by, the laws of Sweden, excluding its conflict of law principles.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives below.

VOLVO GROUP NORTH AMERICA, LLC

Sign: Terence O. Pickett

Name: THERENCE O. PICKETT

Title: VICE PRESIDENT / SECRETARY

VOLVO LASTVAGNAR AB

Sign: Anna Bjerkelund

Name: Anna Bjerkelund

Title: SVP Legal & Group IP, GTT

Appendix A

TRADEMARKS

| | Mark | Country | Class | Registration Nr. | appln date |
|----|------------------|---------|------------------------------|------------------|----------------------------|
| 1. | WHITE | CA | 6,9,11,12,16,17,20,24, 28 | 178, 229 | not certain, prior to 1971 |
| 2. | INTEGRAL SLEEPER | US | | 1704797 | 1990-10-22 |
| 3. | 770 | US | | 2460178 | 1999-02-16 |

