

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Engine Intellectual Property Company, LLC		01/29/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Pure Power Technologies, Inc.		
Street Address:	1410 Northpoint Boulevard		
City:	Blythewood		
State/Country:	SOUTH CAROLINA		
Postal Code:	29016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77963745	PURE POWER	
Serial Number:	77969726	PURE POWER	
Serial Number:	77969656	PURE POWER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(212) 837-6462		
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Patrice P. Jean		
Address Line 1:	One Battery Park Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	032621-00001		
NAME OF SUBMITTER:	Patrice P. Jean		
SIGNATURE:	/Patrice P. Jean/		
DATE SIGNED:	02/03/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of January 29, 2016 and effective as of the Closing Date (as defined in the Purchase Agreement, which is defined below), is entered into by and among International Engine Intellectual Property Company, LLC ("Assignor") and Pure Power Technologies, Inc. ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined herein).

WHEREAS, concurrent with the execution of this Trademark Assignment, Pure Power Technologies, LLC, an Affiliate of Assignor ("Seller"), Navistar, Inc. and Assignee have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of January 29, 2016, pursuant to which Seller has committed to have Assignor sell, assign, transfer, deliver and convey to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks (as defined herein); and

WHEREAS, Assignor and Assignee desire to execute this Trademark Assignment for purposes of further memorializing the sale, assignment, transfer, delivery and conveyance to Assignee of the Assigned Trademarks, including for purposes of recording same with any applicable intellectual property offices and/or similar agencies.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, delivers and conveys, as of the Closing, to Assignee, all right, title and interest in and to (a) the Trademarks listed on Schedule A attached hereto (including all goodwill associated therewith,.) and all registrations and applications therefor (collectively, the "Assigned Trademarks"); and (b) (i) all rights pertaining to the Assigned Trademarks arising under international treaties and convention rights and all foreign Trademark rights with respect to the Assigned Trademarks; (ii) the right and power to assert, defend and recover title to the Assigned Trademarks; (iii) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to the Assigned Trademarks; (iv) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of the Assigned Trademarks; and (v) all administrative rights arising from the Assigned Trademarks, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the right to obtain renewals and extensions of legal protection pertaining to the Assigned Trademarks and the right to file applications claiming the benefit of one or more of the Assigned Trademarks.

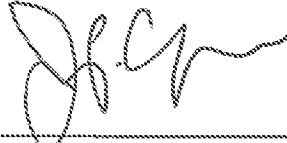
2. Assistance. At any time, and from time to time at Assignee's reasonable request, Assignor agrees to execute further documents and instruments and to do such other acts as may be necessary or reasonably requested by Assignee to more effectively vest full title in and to the Assigned Trademarks.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be executed by their duly authorized officers on the date set forth above.

ASSIGNOR:

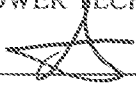
INTERNATIONAL ENGINE
INTELLECTUAL PROPERTY COMPANY,
LLC



By: _____
Name: Jeffrey P. Calfa
Title: Vice President

ASSIGNEE:

PURE POWER TECHNOLOGIES, INC.

By:  1/25/16

Name: Gerald Sweetland

Title: Chief Executive Officer

Signature Page - Trademark Assignment