

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439355

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Navistar, Inc.	FORMERLY International Truck and Engine Corporation	03/25/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	International Truck Intellectual Property Company, LLC		
<b>Street Address:</b>	2701 Navistar Drive		
<b>City:</b>	Lisle		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60532		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1417384	EAGLE	
<b>Registration Number:</b>	1415752	EAGLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6307537546		
<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>			
<b>Phone:</b>	331-332-5000		
<b>Email:</b>	ptinfo@navistar.com		
<b>Correspondent Name:</b>	Yvonne Figueroa		
<b>Address Line 1:</b>	2701 Navistar Drive		
<b>Address Line 4:</b>	Lisle, ILLINOIS 60532		
<b>NAME OF SUBMITTER:</b>	Yvonne Figueroa		
<b>SIGNATURE:</b>	/Yvonne Figueroa/		
<b>DATE SIGNED:</b>	08/15/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 25<sup>th</sup> day of March, 2015, effective nunc pro tunc as of March 25, 2015 ("Effective Date") by and between Navistar, Inc., a Delaware corporation ("Assignor") and International Truck Intellectual Property Company, LLC, an Illinois limited liability company ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations EAGLE in the United States, Registration Numbers 1417384 and 1415752, and

WHEREAS, Assignee operates and conducts, or is the successor to, the business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. The recitals to this Assignment are hereby incorporated by reference herein and form an integral part of this Assignment.

2. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, free and clear of any and all security interests, debts, liens and encumbrances suffered or incurred by Assignor, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, unauthorized use, breach or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, quittances and other documents and perform such further acts, as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Marks and other rights conveyed herewith.

4. Assignor hereby requests the Trademark Office in United States to record the Assignee as the assignee and owner of the Marks.

5. This Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the State of Delaware applicable to agreements made and performed within the State of Delaware without regard to conflicts of laws principles thereof.

6. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

7. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile or .pdf signature shall be deemed an original.

\* \* \* \* \*


*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

NAVISTAR, INC.

INTERNATIONAL TRUCK INTELLECTUAL  
PROPERTY COMPANY, LLC

  
Name: Jeffrey P. Calfa

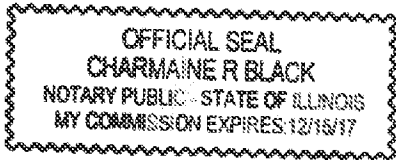
  
Name: Mark C. Bach

Title: Chief Intellectual Property Attorney

Title: Vice President

STATE OF ILLINOIS        )  
COUNTY OF DUPAGE     ) SS.

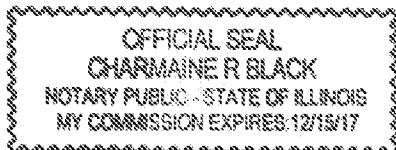
I, Charmaine R. Black, a Notary Public in and for said County and State, do hereby certify that Jeffrey P. Calfa is the same person whose name is subscribed to the foregoing instrument, and that he appeared before me this day in person and acknowledged that he read and signed said instrument, and that each of the statements contained therein are true.



  
(Signature of Notary Public)

STATE OF ILLINOIS        )  
COUNTY OF DUPAGE     ) SS.

I, Charmaine R. Black, a Notary Public in and for said County and State, do hereby certify that Mark C. Bach is the same person whose name is subscribed to the foregoing instrument, and that he appeared before me this day in person and acknowledged that he read and signed said instrument, and that each of the statements contained therein are true.



  
(Signature of Notary Public)

# Delaware

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## The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "INTERNATIONAL TRUCK AND ENGINE CORPORATION", CHANGING ITS NAME FROM "INTERNATIONAL TRUCK AND ENGINE CORPORATION" TO "NAVISTAR, INC.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF FEBRUARY, A.D. 2008, AT 1:35 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

0634619 8100

080235661



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6410803

DATE: 02-27-08

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

TRADEMARK  
REEL: 006130 FRAME: 0355

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
INTERNATIONAL TRUCK AND ENGINE CORPORATION**

INTERNATIONAL TRUCK AND ENGINE CORPORATION, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (hereinafter called the "Corporation"), does hereby certify:

**FIRST:** That the directors of the Corporation, acting by written consent dated effective February 15, 2008, pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, duly adopted a resolution setting forth a proposed amendment to the Certificate of Incorporation of said Corporation, declaring said amendment to be advisable and directing said amendment to be presented to the stockholders of the Corporation for consideration thereby. The resolution setting forth the proposed amendments is as follows:

**RESOLVED,** that Article First of the Certificate of Incorporation be amended to read in its entirety as follows:

First: The name of the corporation (hereinafter called the Company) is

**NAVISTAR, INC.**

**SECOND:** That the sole stockholder of said Corporation, acting by written consent dated effective February 15, 2008, pursuant to Section 228(a) of the General Corporation Law of the State of Delaware, has given written consent to said amendment, and said written consent was filed with the minutes of the stockholders of the Corporation.

**THIRD:** That said amendment was duly adopted in accordance with the applicable provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, INTERNATIONAL TRUCK AND ENGINE CORPORATION, has caused this certificate to be signed on the date indicated below.

INTERNATIONAL TRUCK AND ENGINE CORPORATION

By:   
Curt A. Kramer

Title: Corporate Secretary

Date Signed: February 19, 2008