

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REV Group, Inc.		12/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VANTAGE MOBILITY INTERNATIONAL, LLC		
Street Address:	5202 S. 28TH PL.		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85040		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5521186	REVABILITY	
Registration Number:	5521024	REVABILITY	
CORRESPONDENCE DATA			
Fax Number:	8163331205		
<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:	8163635466		
Email:	tbrownlee@wbbhj.com		
Correspondent Name:	Timothy R. Brownlee		
Address Line 1:	401 W. 89th Street		
Address Line 4:	Kansas City, MISSOURI 64114		
NAME OF SUBMITTER:	Timothy R. Brownlee		
SIGNATURE:	/Timothy R. Brownlee/		
DATE SIGNED:	01/04/2019		
Total Attachments: 8			
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Trademark License Agreement

This Trademark License Agreement ("**Agreement**") is effective as of December 21, 2018 (the "**Effective Date**") by and between REV Group, Inc., a Delaware corporation ("**Licensor**"), and Vantage Mobility International, LLC, an Arizona limited liability company ("**Licensee**"). Licensor and Licensee are each individually referred to herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Licensor is the owner of the marks and logos (whether registered or unregistered) set forth on Exhibit A, (such marks and logos, individually and collectively the "**Licensed Marks**"), and all goodwill appurtenant thereto; and

WHEREAS, prior to the consummation of the transactions contemplated by the APA (defined below), Licensor had licensed the Licensed Marks to Revability, Inc. in the field of manufacturing, converting, distributing, selling, renting and reselling vehicles less than 8,500 lb. GVWR configured to accommodate boarding or an occupant while seated in a wheelchair (the "**Field**");

WHEREAS, Licensor and Licensee, among others, are parties to an Asset Purchase Agreement dated as of even date hereof under which Licensee purchased substantially all of the assets of Revability, Inc. within the Field, together with certain specified and limited obligations and liabilities (the "**APA**"); and

WHEREAS, a requirement of the APA is for Licensor to terminate the license to the Licensed Marks with Revability, Inc. and for the Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. License.

1.1 License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term (as defined below) an exclusive, royalty-free, fully-paid up, worldwide, non-transferable (except as permitted herein) license (with the ability to grant further sublicenses solely as set forth in Section 1.2 herein) to (a) use the Licensed Marks in connection with Licensee's business within the Field; and (b) use the Licensed Marks as part of any of Licensee's or any permitted Sublicensee's product or service offerings, including, without limitation, in connection with advertising, marketing and promotion within the Field.

1.2 Sublicensing. Licensee may grant further sublicenses of any of its rights under this Agreement to an Affiliate doing business in the Field ("Sublicensee"), provided that: (a) Licensee shall ensure that any such Sublicensee complies with the applicable terms and conditions of this Agreement; (b) any act or omission of a Sublicensee that would be a material breach of this Agreement if performed by Licensee will be deemed to be a material breach by Licensee; and (c) the sublicense will terminate automatically effective as of the earlier of: (i) termination of this Agreement under Section 8 or (ii) the date the Sublicensee ceases to be an Affiliate of Licensee. An "**Affiliate**" of any party means any other party controlling, controlled by or under common control with such party. For purposes of this definition, "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a party, whether through the ownership of voting securities, by contract or otherwise, and such "control" will be presumed if any party owns 50% or more of the voting capital stock or other ownership interests, directly or indirectly, of any other party.

Error! Unknown document property name.

1.3 Restriction of Grant. Except as provided in Section 1.1 above and under the APA, nothing in this Agreement shall be construed to grant to Licensee any license or right in or to any other trademarks or intellectual property or other asset owned by or licensed to Licensor. Further, the parties hereby acknowledge and agree that:

(a) Licensee possesses no rights, express or implied, to make any changes, edits, alterations, or updates, or allow any changes, edits, alterations, or updates to occur, whatsoever to the Licensed Marks without Licensor's prior express written consent; provided, that Licensee may use the Licensed Marks in combination with other marks owned or licensed by Licensee in the Field. For clarity, this includes the use of any shortened or partial term(s) included in the Licensed Marks including "Rev", "Reva" or "Ability".

(b) Licensee shall not cause or allow to be caused, by action or omission, whether deemed or actual, any: (i) abandonment or (ii) naked licensing. In the event that Licensee should decide, for whatever reason, to cease continuous meaningful use of the Licensed Marks for any significant period of time, Licensee shall provide Licensor with prompt express written notice of any such decision. At such time, the parties will engage in good faith discussions regarding the continued need for Licensee to have rights under this Agreement for the Licensed Marks in question.

(c) At no time shall Licensee use or cause to be used the Licensed Marks for any purpose or in any industry other than solely in the Field.

1.4 Reservation of Rights. Licensor hereby reserves all rights not expressly granted to Licensee under this Agreement.

2. Quality Control.

2.1 Quality Standards. Licensee acknowledges and is familiar with the high standards and reputation for quality symbolized by the Licensed Marks as of the Effective Date, and Licensee shall, at all times, conduct its business in relation to, and use, the Licensed Marks in the Field in a manner at least consistent with such quality standards and reputation in all material respects.

2.2 Use of the Licensed Mark. Licensee shall comply in all material respects with Licensor's guidelines and specifications regarding the style, appearance, and usage of the Licensed Marks and shall ensure that all uses of the Licensed Marks under this Agreement comply with all applicable laws. Licensee shall use proper notice symbols (including the ® symbol) and legends as may be required under applicable law to maintain the Licensed Marks and Licensor's rights therein.

2.3 Quality Control. Licensor may exercise quality control over all uses of the Licensed Marks under this Agreement to maintain the validity of the Licensed Marks and protect the goodwill associated therewith. For the purpose of monitoring Licensee's compliance with Licensor's quality standards and the other requirements set forth in this Section 2, at Licensor's reasonable request and at Licensee's expense, (a) Licensor (or its representative) may inspect Licensee's and its Sublicensee's facilities, on reasonable notice and during normal business hours; and (b) upon request, Licensee shall submit to Licensor a representative sample of any use of the Licensed Marks by Licensee or its Sublicensee for Licensor's review and approval, subject to Section 2.4.

- 2.4 Approvals. Approval of any use by Licensee or its permitted Sublicensee of the Licensed Marks, once given by Licensor, will continue in effect, without need for future approval, so long as Licensee's or the applicable Sublicensee's use of the Licensed Marks continues to be materially consistent with such previously approved use.
3. Ownership and Protection of the Licensed Mark.
- 3.1 Acknowledgment of Ownership. Licensee acknowledges that Licensor owns and will retain all right, title, and interest in and to the Licensed Marks. All use by Licensee or its Sublicensees of the Licensed Marks, and all goodwill accruing therefrom, will inure solely to the benefit of Licensor or its licensors. Licensee acknowledges and agrees that it shall not use any trademarks, logos or symbols confusingly similar to the Licensed Marks either during the Term of this Agreement or at any time after termination of the Agreement.
- 3.2 Registration and Maintenance. During the Term, Licensor will, at Licensor's expense, file, prosecute, and maintain all applications and registrations for the Licensed Marks. Licensee shall provide, at the request of Licensor and at Licensor's expense, all necessary assistance with such filing, maintenance, and prosecution.
- 3.3 Enforcement. Licensee shall promptly notify Licensor in writing of any actual or threatened infringement, dilution, or other conflicting use of the Licensed Marks by any third party of which it becomes actually aware ("**Third-Party Infringement**"). Licensor has the right, but not the obligation, to bring any action or proceeding with respect to any Third-Party Infringement and to control the conduct of any such action or proceeding (including any settlement thereof). Licensee shall provide Licensor with assistance that Licensor may reasonably request, at Licensor's expense, in connection with any such action or proceeding. Licensor will be entitled to retain any monetary recovery resulting from any such action or proceeding brought by Licensor (including any settlement thereof) for its own account. If Licensor determines to take no action regarding a Third-Party Infringement, Licensee shall have the right to act to terminate any such Third-Party Infringement, including, without limitation, prosecuting a lawsuit or other legal proceeding, at Licensee's sole expense, and Licensee may retain any recovery it may receive as a result of its actions to terminate such Third-Party Infringement. Licensor shall, at no cost to it, fully cooperate with Licensee in any such action taken by Licensee, including, without limitation, agreeing to be joined as party plaintiff. Licensor shall incur no liability nor be viewed as in breach of any obligation to Licensee in the event Licensor decides to take no such action.
4. Recordation of License. Licensor shall make all necessary filings, at its sole discretion and its own expense, to record this Agreement in the United States Patent and Trademark Office, and any recordation fees and related costs and expenses shall be at Licensor's expense.
5. Representations; Warranties. Licensor represents to Licensee that it is the exclusive owner of the Licensed Marks and that to Licensor's knowledge the Licensed Marks do not and will not infringe upon any proprietary right of any third party. Licensor further represents to Licensee, that Licensor has terminated the license with Revability, Inc. Licensor has the full power to enter into this Agreement and to make the grants herein. Licensor agrees that Licensee shall have, during the Term, the sole and exclusive right to use the Licensed Marks within the Field and that any change in control of Licensor, or sale by Licensor, or any successor, of the intellectual property rights to the Licensed Marks, in each case directly or indirectly, shall have no (and Licensor shall cause there not to be any) adverse effect upon the rights of Licensee during the Term.

6. Indemnification.

6.1 Licensee Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor, its Affiliates, officers, directors, employees, agents and representatives against all losses, liabilities, claims, damages, actions, fines, penalties, expenses or costs (including court costs and reasonable attorneys' fees) ("**Losses**") arising out of or in connection with any third-party claim, suit, action, or proceeding relating to any breach of this Agreement by Licensee, except for any claim based on infringement, dilution, or other violation of any trademark rights of any third party arising out of the use of the Licensed Marks in accordance with this Agreement.

6.2 Licensor Indemnification. Licensor shall indemnify, defend, and hold harmless Licensee, its Affiliates, officers, directors, employees, agents and representatives against all Losses arising out of or in connection with any third-party claim, suit, action, or proceeding relating to: (a) any breach of this Agreement by Licensor; or (b) any claim based on infringement, dilution, or other violation of any trademark rights of any third party arising out of the use of the Licensed Marks in accordance with this Agreement.

7. Limitation of Liability. EXCEPT FOR EACH PARTY'S LIABILITY FOR INDEMNIFICATION UNDER SECTION 6 OR UNDER THE APA, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES RELATING TO THIS AGREEMENT OR USE OF THE LICENSED MARKS HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Term and Termination.

8.1 Term. The initial term of this Agreement will commence on the Effective Date continue in effect for a period of two (2) years thereafter (the "**Initial Term**"). Licensee will have the right, in its sole discretion, to extend the Initial Term for up to two (2) additional one-year periods (each a "**Renewal Term**") by providing Licensor with notice of its desire to renew at least sixty (60) days prior to the expiration of the Initial Term or first Renewal Term, if applicable. The Initial Term and any Renewal Terms will collectively be considered the "**Term**."

8.2 Termination for Breach. Either Party may terminate this Agreement immediately upon written notice to the other Party if such Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

8.3 Termination for Convenience. Licensee may terminate this Agreement for any or no reason by providing Licensor with thirty (30) days prior written notice.

8.4 Effect of Termination. Upon termination of this Agreement, Licensee shall immediately cease all use of the Licensed Marks (except to the extent that the Parties mutually agree to a post-termination transitional use of the Licensed Marks).

9. Assignment; Binding Effect. Neither Party may assign or transfer any of its rights or obligations under this Agreement without the other Party's prior written consent, *provided that* either Party may assign this Agreement, without such consent, to an Affiliate or in connection with a merger or sale of all or substantially all of its assets to which this Agreement relates. Any other purported

assignment or transfer by the Parties in violation of this Section 9 will be void and of no force and effect. This Agreement shall be binding on the Parties and each of their respective successors and permitted assigns.

10. General Provisions.

- 10.1 Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.
- 10.2 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or e-mail transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.
- 10.3 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 10.4 Governing Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.
- 10.5 Waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 10.6 Notices. Section 7.1 of the APA is hereby incorporated herein, mutatis mutandis.
- 10.7 Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments and appendices, and together with the APA, constitutes the sole and entire agreement of Licensor and Licensee with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.
- 10.8 Independence of the Parties. This Agreement creates no relationship of partnership, joint venture, employment, franchise, or agency between the Parties.
- 10.9 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

REV Group, Inc.

By 
Name: Timothy W. Sullivan
Title: President and CEO

Vantage Mobility International, LLC

By _____
Name: Mark Shaughnessy
Title: Chief Executive Officer

{Revability Trademark License Agreement}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

REV Group, Inc.

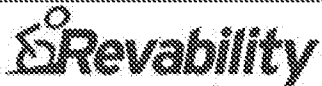
By _____
Name: Timothy W. Sullivan
Title: President and CEO

Vantage Mobility International, LLC

By  _____
Name: Mark Shaughnessy
Title: Chief Executive Officer

{Revability Trademark License Agreement}

**SCHEDULE 1
LICENSED MARKS**

Mark	Registration Number Registration Date	Goods:
 (DESIGN PLUS WORDS)	5521186 July 17, 2018	Class 012: Land vehicles and structural parts thereof, converted for use by wheelchair occupants
REVABILITY (WORD MARK)	5521024 July 17, 2018	Class 012: Land vehicles and structural parts thereof, converted for use by wheelchair occupants