

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506178

|                                                                                                                                                                                                 |                                          |                       |                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------------------|----------------------------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                           |                       |                                        |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | Security Agreement                       |                       |                                        |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                          |                       |                                        |
| <b>Name</b>                                                                                                                                                                                     | <b>Formerly</b>                          | <b>Execution Date</b> | <b>Entity Type</b>                     |
| NAVISTAR DEFENSE, LLC                                                                                                                                                                           |                                          | 12/31/2018            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                          |                       |                                        |
| <b>Name:</b>                                                                                                                                                                                    | PNC Bank, National Association, as Agent |                       |                                        |
| <b>Street Address:</b>                                                                                                                                                                          | Two Tower Center Boulevard               |                       |                                        |
| <b>City:</b>                                                                                                                                                                                    | East Brunswick                           |                       |                                        |
| <b>State/Country:</b>                                                                                                                                                                           | NEW JERSEY                               |                       |                                        |
| <b>Postal Code:</b>                                                                                                                                                                             | 08816                                    |                       |                                        |
| <b>Entity Type:</b>                                                                                                                                                                             | Association: UNITED STATES               |                       |                                        |
| <b>PROPERTY NUMBERS Total: 5</b>                                                                                                                                                                |                                          |                       |                                        |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                            | <b>Word Mark</b>      |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 5151511                                  | FLEET LIFE            |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 5492089                                  | FLEET LIFE            |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 3534823                                  | MAXXPRO               |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 4361966                                  | PUREPAC LOG SUPPORT   |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 4273096                                  | SARATOGA              |                                        |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                          |                       |                                        |
| <b>Fax Number:</b>                                                                                                                                                                              | 8009144240                               |                       |                                        |
| <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>                                                                                                                                                                                   | 800-713-0755                             |                       |                                        |
| <b>Email:</b>                                                                                                                                                                                   | james.Murray@wolterskluwer.com           |                       |                                        |
| <b>Correspondent Name:</b>                                                                                                                                                                      | CT Corporation                           |                       |                                        |
| <b>Address Line 1:</b>                                                                                                                                                                          | 4400 Easton Commons Way                  |                       |                                        |
| <b>Address Line 2:</b>                                                                                                                                                                          | Suite 125                                |                       |                                        |
| <b>Address Line 4:</b>                                                                                                                                                                          | Columbus, OHIO 43219                     |                       |                                        |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | Leslie Kirsner                           |                       |                                        |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /Leslie Kirsner/                         |                       |                                        |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 01/16/2019                               |                       |                                        |
| <b>Total Attachments: 6</b>                                                                                                                                                                     |                                          |                       |                                        |

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 31, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the other Secured Parties.

### WITNESSETH:

**WHEREAS**, pursuant to the Revolving Credit and Security Agreement dated as of December 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among NAVISTAR DEFENSE, LLC, a Delaware limited liability company ("Navistar" and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), ND INTERMEDIATE, LLC, a Delaware limited liability company ("Holdings" and each Person joined thereto as a guarantor from time to time, collectively, the "Guarantors", and each individually a "Guarantor"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender") and Agent, the Lenders have agreed to make Advances, issue Letters of Credit and extend credit to Borrowers subject to the terms and conditions set forth in the Credit Agreement, and Holdings and each Guarantor provided a guarantee of such obligations upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, pursuant to the Credit Agreement, all of the Grantors are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

1. **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral**. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby pledges, collaterally assigns, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Credit Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


5. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other customary means of electronic transmission (e.g. "pdf") shall be as effective as delivery of a manually signed counterpart of this Agreement.

6. **Governing Law.** THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR ANY SUCH OTHER LOAN DOCUMENTS (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NAVISTAR DEFENSE, LLC

By:   
Name: Kevin Thomas  
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006527 FRAME: 0109**

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: Basem PL

Name: Basem Pharaon

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006527 FRAME: 0110**

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

|    | <b>Company</b>        | <b>Docket Number</b> | <b>Mark Name</b>    | <b>Appl. Date</b> | <b>Appl. No</b> | <b>Reg. No</b> | <b>Reg. Date</b> | <b>Jurisdiction</b> |
|----|-----------------------|----------------------|---------------------|-------------------|-----------------|----------------|------------------|---------------------|
| 1. | Navistar Defense, LLC | T10954               | FLEET LIFE Logo     | 01/23/2014        | 86/173543       | 5151511        | 02/28/2017       | United States       |
| 2. | Navistar Defense, LLC | T10992               | FLEET LIFE Logo     | 11/09/2017        | 87677847        | 5492089        | 06/12/2018       | United States       |
| 3. | Navistar Defense, LLC | T10747               | MAXXPRO             | 06/06/2007        | 77/198790       | 3534823        | 11/18/2008       | United States       |
| 4. | Navistar Defense, LLC | T10863               | PUREPAC LOG SUPPORT | 10/20/2011        | 85/451808       | 4361966        | 07/02/2013       | United States       |
| 5. | Navistar Defense, LLC | T10862W              | SARATOGA            | 9/28/2011         | 85/434240       | 4273096        | 1/08/2013        | United States       |

Schedule 1