

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503939

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<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: DELAWARE
ND Intermediate, LLC		12/31/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCW Asset Management Company LLC		
<b>Street Address:</b>	200 Clarendon Street		
<b>Internal Address:</b>	51st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<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>	6172484000		
<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>	6172485000		
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2011906-0005		

OP \$140.00 5151511

<b>NAME OF SUBMITTER:</b>	Sara M. Bauer
<b>SIGNATURE:</b>	/sara bauer/
<b>DATE SIGNED:</b>	12/31/2018
<b>Total Attachments: 5</b> source=TCW - Navistar Defense - Trademark Security Agreement (Executed)#page1.tif source=TCW - Navistar Defense - Trademark Security Agreement (Executed)#page2.tif source=TCW - Navistar Defense - Trademark Security Agreement (Executed)#page3.tif source=TCW - Navistar Defense - Trademark Security Agreement (Executed)#page4.tif source=TCW - Navistar Defense - Trademark Security Agreement (Executed)#page5.tif	

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 TCW Asset Management Company LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the other Secured Parties.

WITNESSETH:

**WHEREAS**, pursuant to the Credit 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 (the "Borrower"), ND INTERMEDIATE, LLC, a Delaware limited liability company ("Holdings"), each subsidiary guarantor party thereto (the "Subsidiary Guarantors"), TCW Asset Management Company LLC, as administrative agent and Collateral Agent, and the lenders from time to time party thereto (the "Lenders"), the Lenders have agreed to extend credit to the Borrower in the form of a term loans in an aggregate original principal amount of \$65,000,000, and Holdings and each Subsidiary Guarantor provided a guarantee of such obligations upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, all of the Grantors are party to a Security Agreement dated as of December 31, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Agreement.

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

1. **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security 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 Secured Obligations, hereby pledges, collaterally assigns, and grants to the Collateral 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 Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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

ACCEPTED AND AGREED  
as of the date first above written:

**TCW ASSET MANAGEMENT COMPANY  
LLC, as Collateral Agent**

By:   
Name: Suzanne Grosso  
Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 006562 FRAME: 0702**

**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