

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512802

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 Truck Intellectual Property Company, LLC.		12/31/2018	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Navistar Defense, LLC		
Street Address:	2701 Navistar Drive		
City:	Lisle		
State/Country:	ILLINOIS		
Postal Code:	60532		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5151511	FLEET LIFE	
Registration Number:	5492089	FLEET LIFE	
Registration Number:	3534823	MAXXPRO	
Registration Number:	4361966	PUREPAC LOG SUPPORT	
Registration Number:	4273096	SARATOGA	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	331-332-5000		
Email:	ptinfo@navistar.com		
Correspondent Name:	International Truck Intellectual Propert		
Address Line 1:	2701 Navistar Drive		
Address Line 4:	Lisle, ILLINOIS 60532		
NAME OF SUBMITTER:	Yvonne Figueroa		
SIGNATURE:	/Yvonne Figueroa/		
DATE SIGNED:	03/05/2019		
Total Attachments: 10			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is effective as of December 31, 2018 ("Effective Date"), by and between INTERNATIONAL TRUCK INTELLECTUAL PROPERTY COMPANY, LLC, a limited liability company organized and existing under the laws of Illinois (hereinafter referred to as 'Truck IP Co'), and NAVISTAR DEFENSE, LLC, a limited liability company organized and existing under the laws of Delaware (hereinafter referred to as 'NAVISTAR DEFENSE').

WHEREAS, NAVISTAR, INC., a Delaware corporation (hereinafter referred to as 'NAVISTAR'), NAVISTAR DEFENSE and Olive Investor, L.P. (the 'Investor') are parties to that certain Recapitalization Agreement, dated as of December 31, 2018 (the 'Recapitalization Agreement'), pursuant to which, among other things, the Investor is acquiring a majority ownership interest in NAVISTAR DEFENSE;

WHEREAS, Truck IP Co is a wholly-owned subsidiary of NAVISTAR, and it was a requirement under the Recapitalization Agreement for IP TRUCK and NAVISTAR DEFENSE to enter into this TRADEMARK ASSIGNMENT;

WHEREAS, Truck IP Co desires to assign to NAVISTAR DEFENSE all of Truck IP Co's right, title and interest in and to the trademark registrations and applications shown on Schedule 1, together with all of the goodwill associated therewith (collectively, the 'Trademarks'); and

WHEREAS, NAVISTAR DEFENSE desires to acquire all of Truck IP Co's right, title and interest in and to said Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, effective as of the Effective Date:

1. Assignment. Truck IP Co does hereby irrevocably assign, set over and transfer to NAVISTAR DEFENSE any and all of Truck IP Co's right, title and interest in and to each of said Trademarks, together with (i) all of the goodwill associated therewith, and (ii) the right to collect income, royalties and proceeds now or hereafter due or payable (including damages and payments for past, present or future infringement or other violation) in connection therewith, and all rights and remedies for past, present or future infringement or other violation relating to the foregoing (including, without limitation, the right to sue for and recover damages, profits and any other remedy).
2. Further Assurances. This Assignment has been executed and delivered by Truck IP Co for the purpose of recording the assignment herein with the appropriate government entities. Truck IP Co hereby authorizes the Navistar Defense, or its designee, to file this Assignment with the for filing with the United States Patent and Trademark Office and other similar domestic or foreign office,

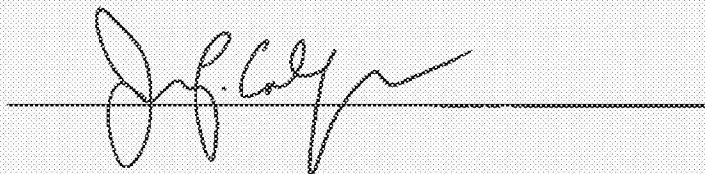
department, or agencies, as applicable. Truck IP Co agrees that at any time and from time to time, at Navistar Defense's request and expense and without further consideration, Truck IP Co shall promptly execute and deliver all further instruments of transfer, conveyance, assignment, consent and other documents, and take all further actions, that are reasonably requested by Navistar Defense, to perfect, protect, convey legal title to the Trademarks or more fully evidence Navistar Defense's and its assignees' respective right, title and interest in, to and under the Trademarks, or to enable Navistar Defense and/or such assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Each party hereto waives, to the fullest extent permitted by law, any right it may have to trial by jury in respect of any action, suit, proceeding (including any arbitration proceeding), investigation, claim, charge, complaint, audit, inquiry or other proceeding arising out of this Assignment or the transactions contemplated herein.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their authorized representatives as of the date first set forth above.

INTERNATIONAL TRUCK INTELLECTUAL


PROPERTY COMPANY, LLC

A handwritten signature in black ink, appearing to read "J.P. Calfa", is written over a solid horizontal line. The signature is cursive and extends slightly above and below the line.

Name: Jeffrey P. Calfa

Title: Vice President and Senior Counsel

NAVISTAR DEFENSE, LLC



Name: Scott F. Renier

Title: Vice President

Signature Page to Trademark Assignment

TRADEMARK
REEL: 006581 FRAME: 0363

SCHEDULE 1

Docket Number	Mark Name	Appl. Date	Appl. No	Reg. No	Reg. Date	Jurisdiction
T10747	MAXXPRO	12/06/2007	1214142	1214142	12/06/2007	Australia
T10863	PUREPAC LOG SUPPORT	04/12/2012	1485304	1485304	04/12/2012	Australia
T10747X	MAXXPRO	02/06/2008	63125	63125	02/06/2008	Bahrain
T10863	PUREPAC LOG SUPPORT	04/12/2012	91597	91597	04/12/2012	Bahrain
T10863	PUREPAC LOG SUPPORT	04/12/2012	91596	91596	04/12/2012	Bahrain
T10763	SCOUT	03/18/2009	75645	75645	03/18/2009	Bahrain
T10954	FLEET LIFE & Design	06/13/2014	1681235	TMA919906	11/10/2015	Canada
T10992	FLEET LIFE Logo	04/11/2018	1893078			Canada
T10747	MAXXPRO	12/05/2007	1374793	TMA783270	11/23/2010	Canada
T10863x	PUREPAC LOG SUPPORT	04/04/2018	1891746			Canada
T10763	SCOUT	03/12/2009	1430754	TMA903429	05/12/2015	Canada
T10954	FLEET LIFE & Design	06/12/2014	14127142	503288	02/19/2015	Colombia
T10747	MAXXPRO	12/06/2007	Z20072322A	Z20072322	01/31/2009	Croatia
T10863	PUREPAC LOG SUPPORT	04/10/2012	Z20120635A	Z20120635	01/25/2013	Croatia
T10747x	MAXXPRO	12/02/2010	254119	254119	05/15/2014	Egypt
T10863x	PUREPAC LOG SUPPORT	04/22/2012	274041			Egypt
T10863x	PUREPAC LOG SUPPORT	04/22/2012	274040			Egypt

Docket Number	Mark Name	Appl. Date	Appl. No	Reg. No	Reg. Date	Jurisdiction
T10747	MAXXPRO	12/06/2007	006491567	006491567	10/29/2008	European Union
T10747-2	MAXXPRO	11/03/2011	010389112	010389112	04/25/2013	European Union
T10863	PUREPAC LOG SUPPORT	04/05/2012	010789543	010789543	09/05/2012	European Union
T10763A	SCOUT	02/06/2015	013715552	013715552	05/29/2015	European Union
T10763	SCOUT	03/06/2009	008141574	008141574	01/28/2010	European Union
T10747	MAXXPRO	12/06/2007	30779658.2/12	30779658	02/15/2008	Germany
T10954	FLEET LIFE & design	06/10/2014	3059230	3059230	01/02/2015	Great Britain
T10747	MAXXPRO	12/06/2007	1628601			India
T10863	PUREPAC LOG SUPPORT	04/16/2012	2316164	1804946	03/14/2018	India
T10763	SCOUT	03/06/2009	1793175	1793175	04/25/2014	India
T10954	FLEET LIFE & Design	06/15/2014	265809	265809	09/04/2016	Israel
T10747	MAXXPRO	12/06/2007	206410	206410	05/06/2009	Israel
T10863	PUREPAC LOG SUPPORT	04/16/2012	245815	245815	12/05/2013	Israel
T10763	SCOUT	03/18/2009	219540	219540	07/11/2011	Israel
T10954	FLEET LIFE & Design	06/11/2014	134537	134537	01/23/2014	Jordan
T10747	MAXXPRO	12/06/2007	97262	97262	06/06/2007	Jordan
T10863	PUREPAC LOG SUPPORT	04/19/2012	124085	124085	10/20/2011	Jordan
T10863	PUREPAC LOG SUPPORT	04/19/2012	124082	124082	10/20/2011	Jordan

Docket Number	Mark Name	Appl. Date	Appl. No	Reg. No	Reg. Date	Jurisdiction
T10763	SCOUT	03/18/2009	107205	107205	09/19/2008	Jordan
T10747x	MAXXPRO	08/26/2011	930/2011	17291	10/07/2015	Kosovo
T10863	PUREPAC LOG SUPPORT	04/06/2012	KS/M/2012/361	14547	04/30/2015	Kosovo
T10747X	MAXXPRO	02/12/2008	92113	76387	02/12/2008	Kuwait
T10863x	PUREPAC LOG SUPPORT	04/11/2012	129183	110978	04/11/2012	Kuwait
T10863x	PUREPAC LOG SUPPORT	04/11/2012	129182	110977	04/11/2012	Kuwait
T10763	SCOUT	03/19/2009	102099	84797	03/19/2009	Kuwait
T10747x	MAXXPRO	10/13/2011	Z-2011/501	08503	09/12/2013	Montenegro
T10863	PUREPAC LOG SUPPORT	04/20/2012	Z-109/12	10908	12/20/2013	Montenegro
T10747	MAXXPRO	12/06/2007	114393	114393	12/06/2007	Morocco
T10863	PUREPAC LOG SUPPORT	04/17/2012	144368	144368	04/17/2012	Morocco
T10763	SCOUT	03/16/2009	122421	122421	03/16/2009	Morocco
T10747	MAXXPRO	12/06/2007	780892	780892	12/06/2007	New Zealand
T10863	PUREPAC LOG SUPPORT	04/12/2012	957113	957113	10/20/2011	New Zealand
T10763	SCOUT	03/13/2009	803664	803664	09/19/2008	New Zealand
T10747	MAXXPRO	12/06/2007	200715076	246127	06/02/2008	Norway
T10863	PUREPAC LOG SUPPORT	04/10/2012	201203821	266590	08/10/2012	Norway
T10747	MAXXPRO	12/08/2007	48219	48219	11/16/2008	Oman

Docket Number	Mark Name	Appl. Date	Appl. No	Reg. No	Reg. Date	Jurisdiction
T10863	PUREPAC LOG SUPPORT	04/11/2012	73801	73801	05/22/2013	Oman
T10863	PUREPAC LOG SUPPORT	04/11/2012	73800	73800	05/22/2013	Oman
T10763	SCOUT	03/08/2009	56180	56180	12/30/2009	Oman
T10747X	MAXXPRO	02/10/2010	278420			Pakistan
T10863	PUREPAC LOG SUPPORT	04/12/2012	318219			Pakistan
T10863	PUREPAC LOG SUPPORT	04/12/2012	318220			Pakistan
T10763	SCOUT	03/16/2009	263043			Pakistan
T10863	PUREPAC LOG SUPPORT	07/25/2014	583871-2014	87335	04/15/2015	Peru
T10747	MAXXPRO	12/30/2007	48443	48443	06/30/2010	Qatar
T10863	PUREPAC LOG SUPPORT	10/20/2011	74105	74105	07/15/2014	Qatar
T10863	PUREPAC LOG SUPPORT	10/20/2011	74104	74104	07/15/2014	Qatar
T10763	SCOUT	03/19/2009	56502	56502	10/25/2011	Qatar
T10747	MAXXPRO	12/08/2007	124692	142811717	09/01/2010	Saudi Arabia
T10863	PUREPAC LOG SUPPORT	04/17/2012	180968	143306152	05/21/2014	Saudi Arabia
T10863	PUREPAC LOG SUPPORT	04/17/2012	180969	143306153	05/26/2014	Saudi Arabia
T10763	SCOUT	03/18/2009	142065	1323/89	02/08/2012	Saudi Arabia
T10747x	MAXXPRO	12/06/2007	Z-2007-2884	56715	12/22/2008	Serbia

Docket Number	Mark Name	Appl. Date	Appl. No	Reg. No	Reg. Date	Jurisdiction
T10863	PUREPAC LOG SUPPORT	04/20/2012	Z-2012-562	64883	10/22/2012	Serbia
T10763	SCOUT	03/10/2009	Z-450/2009	59624	10/26/2009	Serbia
T10747	MAXXPRO	12/06/2007	2007/28486	2007/28486	12/06/2007	South Africa
T10863	PUREPAC LOG SUPPORT	04/11/2012	2012/09177	2012/09177	01/31/2014	South Africa
T10863	PUREPAC LOG SUPPORT	04/11/2012	2012/09176	2012/09176	01/31/2014	South Africa
T10763	SCOUT	03/06/2009	2009/04020	2009/04020	09/19/2008	South Africa
T10747	MAXXPRO	12/06/2007	2007/65140	2007/65140	12/06/2007	Turkey
T10863	PUREPAC LOG SUPPORT	04/10/2012	2012/33736			Turkey
T10954x	FLEET LIFE & Design	09/14/2014	217736	217736	10/12/2016	United Arab Emirates
T10954x	FLEET LIFE & Design	09/14/2014	217737	217737	10/12/2016	United Arab Emirates
T10954x	FLEET LIFE & Design	09/14/2014	217738	217738	10/12/2016	United Arab Emirates
T10954	FLEET LIFE & Design	07/24/2014	214950	214950	11/29/2017	United Arab Emirates
T10954x	FLEET LIFE & Design	09/14/2014	217739	217739	10/12/2016	United Arab Emirates
T10863	PUREPAC LOG SUPPORT	04/16/2012	172071	172071	10/22/2013	United Arab Emirates
T10863	PUREPAC LOG SUPPORT	04/16/2012	172070	172070	05/18/2017	United Arab Emirates
T10763	SCOUT	03/11/2009	126874	126874	10/05/2011	United Arab Emirates

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