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(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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SHEET NLY U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
1-18-02
International Truck Intellectual Property Company, LLC
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 11/30/01

2. Name and address of receiving party(ies)
Name: IAT Reinsurance Syndicate, Ltd.
Internal Address: _____
Street Address: Victoria Hall, 11 Victoria St
City: Hamilton, HM11 State: _____ Zip: Bermuda
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____ 18 #
 Other Bermuda Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,946,616

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: David K. Liggett, Esq.
Internal Address: Ragsdale Liggett PLLC

Street Address: 2840 Plaza Place, Suite 400

City: Raleigh State: NC Zip: 27612

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
IAT Reinsurance Syndicate, Ltd.
By: Stephen L. Stephano, Attorney in Fact Stephen L. Stephano
Name of Person Signing Signature
Date: 12/18/01

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/24/2002 TDIAZ1 00000146 1946616
01 FC:481 40.00 DP

TRADEMARK
REEL: 002430 FRAME: 0506

TRADEMARK ASSIGNMENT

WHEREAS, International Truck Intellectual Property Company, LLC, a limited liability company organized and existing under the laws of Illinois (the "Assignor"), owns the entire right, title and interest in, to and under the registrations of any applications and the other assigned rights set forth on the attached Schedule A (the "Properties"); and

WHEREAS, IAT Reinsurance Syndicate, Ltd., a Bermuda corporation (the "Assignee") is desirous of acquiring the entire right, title and interest in, to and under the properties as partial consideration for the transactions described in that Stock Purchase Agreement dated October 25, 2001, by and between Navistar Financial Corporation and Assignee ("Stock Purchase Agreement").

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and pursuant to the Stock Purchase Agreement, the Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Properties, together with the goodwill of the business symbolized by the Properties, and the registration thereof, and further including: all income, royalties and damages now and hereafter due and/or payable to the Assignor, including without limitation, damages and payments for past or future infringements or misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world; and

THE ASSIGNOR HEREBY authorizes and requests any official of any country or countries, whose duty is to issue trademark and patent registrations or other evidence or forms of intellectual property protection on applications as aforesaid, to issue the same to the Assignee, its

successors, legal representatives and assigns, in accordance with the terms of this instrument;
and

THE ASSIGNOR HEREBY covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed by a duly authorized officer as of the date set forth below.

INTERNATIONAL TRUCK INTELLECTUAL PROPERTY COMPANY, LLC
(Assignor)

By: *J.P. Calfa*
Date: 11-30-01

STATE OF Illinois)

COUNTY OF ~~DuPage~~ Cook)

On this 30th day of November, 2001, before me the undersigned, a Notary Public for the State of Illinois in the County of DuPage, personally appeared Jeffrey P. Calfa, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Theresa Anderson Martino
Signature of Notary

[SEAL]

My Commission Expires: 4-4-05



IAT REINSURANCE SYNDICATE, LTD.
(Assignee)

By: Stephen L. Stephano, AIF

Date: 11-30-01

STATE OF NORTH CAROLINA)

COUNTY OF WAKE)

On this 30th day of November, 2001, before me the undersigned, a Notary Public for the State of NC in the County of Wake, personally appeared Stephen L. Stephano, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

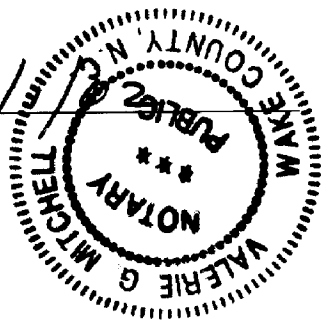
Witness my hand and official seal.

Valerie G. Mitchell

Signature of Notary

[SEAL]

My Commission Expires: 4/1/04



SCHEDULE A

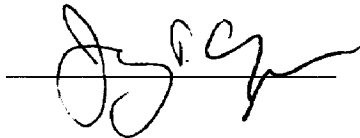
PROPERTIES

Service Mark: HARCO

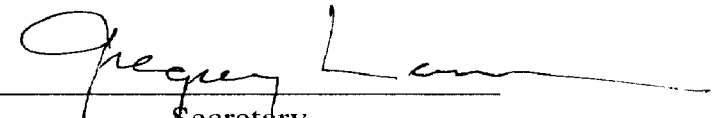
United States Registration No. 1,946,616, January 9, 1996

I, **GREGORY LENNES**, do hereby certify that I am the duly elected Secretary of **International Truck Intellectual Property Company, LLC**, a limited liability company, organized and existing under the laws of the State of Illinois, and that I have access to certain records of said limited liability company.

I do certify that the following individual holds the office set opposite his respective name including his true signature:

<u>Title</u>	<u>Title</u>	<u>Signature</u>
Jeffrey P. Calfa	Vice President and Senior Counsel	

WITNESS, my hand this 30th day of NOVEMBER, 2001.


Secretary

FEDERAL TRADEMARK ASSIGNMENT

WHEREAS, INTERNATIONAL TRUCK AND ENGINE CORPORATION, a corporation organized and existing under the laws of Delaware formerly known as Navistar International Transportation Corp., (hereinafter 'Assignor'), owns the entire right, title and interest in, to and under the registrations or any applications and the other assigned rights set forth on the attached Schedule A (the "Properties");

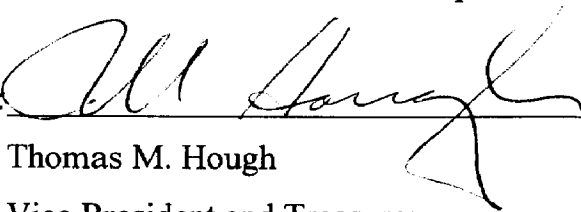
AND WHEREAS, INTERNATIONAL TRUCK INTELLECTUAL PROPERTY COMPANY, LLC, a limited liability company organized and existing under the laws of Illinois (hereinafter 'Assignee'), is desirous of acquiring the entire right, title and interest in, to and under the Properties;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, effective November 1, 2000, the Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Properties, together with the goodwill of the business symbolized by the Properties, and the registration thereof, and further including: all income, royalties and damages now and hereafter due and/or payable to the Assignor, including without limitation, damages and payments for past or future infringements or misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world; and

THE ASSIGNOR HEREBY authorizes and requests any official of any country or countries, whose duty is to issue trademark and patent registrations or other evidence or forms of intellectual property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

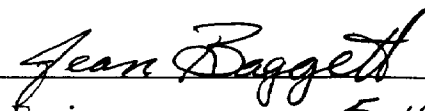
THE ASSIGNOR HEREBY covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

INTERNATIONAL TRUCK AND ENGINE CORPORATION
(f/k/a 'Navistar International Transportation Corp.')

By: 
Thomas M. Hough
Vice President and Treasurer

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

On the 28th day of November 2001, before me, a Notary Public in and for the County aforesaid, personally appeared Thomas M. Hough, personally known to me and known to me to be the person whose name is subscribed to the foregoing instrument, who stated that he was the Vice President and Treasurer of International Truck and Engine Corporation, and that he had been duly authorized by the Board of Directors of said corporation to execute the foregoing instrument under said authority.

Notary Public: 
My Commission Expires: 5-11-02



SCHEDULE A

PROPERTIES

Service Mark: HARCO

United States Registration No. 1,946,616, January 9, 1996

The United States of America



CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.

In Testimony whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this ninth day of January 1996.

Bruce Lehman

Commissioner of Patents and Trademarks





Int. Cls.: 36 and 39

Prior U.S. Cls.: 100, 101, 102 and 105

United States Patent and Trademark Office

Reg. No. 1,946,616

Registered Jan. 9, 1996

**SERVICE MARK
PRINCIPAL REGISTER**

HARCO

NAVISTAR INTERNATIONAL TRANSPORTA-
TION CORP. (DELAWARE CORPORATION)
455 NORTH CITYFRONT PLAZA DRIVE
CHICAGO, IL 60611

FOR: VEHICLE INSURANCE SERVICES
AND BUSINESS INSURANCE SERVICES IN
THE TRUCKING BUSINESS, NAMELY INSUR-
ANCE UNDERWRITING IN THE FIELD OF
PROPERTY AND CASUALTY INSURANCE , IN
CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 10-0-1973; IN COMMERCE
10-0-1973.

FOR: LEASING OF VEHICLES, IN CLASS 39
(U.S. CLS. 100 AND 105).

FIRST USE 3-30-1970; IN COMMERCE
3-30-1970.

OWNER OF U.S. REG. NO. 1,065,930.

SER. NO. 74-601,078, FILED 11-21-1994.

JEFFERY FRAZIER, EXAMINING ATTORNEY