### 900234079 09/21/2012

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
International Truck Intellectual		09/20/2012	LIMITED LIABILITY
Property Company, LLC		03/20/2012	COMPANY: ILLINOIS

#### **RECEIVING PARTY DATA**

Name:	Dr. Ing. h.c. F. Porsche Aktiengesellschaft	
Street Address:	Porscheplatz 1	
City:	Stuttgart-Zuffenhausen	
State/Country:	GERMANY	
Postal Code:	70435	
Entity Type:	CORPORATION: GERMANY	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3169696	CAYMAN

#### **CORRESPONDENCE DATA**

**Fax Number**: 7632089864

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 763-208-9847
Email: france@fsblegal.com

Correspondent Name: Jana L France, Esq., FisherBroyles, LLP

Address Line 1: 4505 Jewel Lane North

Address Line 4: Plymouth, MINNESOTA 55446

ATTORNEY DOCKET NUMBER: 1233-T150.US

DOMESTIC REPRESENTATIVE

Name: Jana L. France, Esq., FisherBroyles, LLP

Address Line 1: 4505 Jewel Lane North

TRADEMARK REEL: 004865 FRAME: 0223

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Address Line 4: Plymouth, MINNESOTA 55446		
NAME OF SUBMITTER:	Jana L. France	
Signature:	/Jana L. France/	
Date:	09/21/2012	
Total Attachments: 3 source=1233-T150.US - Fully Executed Assignment (2)#page1.tif source=1233-T150.US - Fully Executed Assignment (2)#page2.tif source=1233-T150.US - Fully Executed Assignment (2)#page3.tif		

TRADEMARK
REEL: 004865 FRAME: 0224

# TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment Agreement") is entered into between International Truck Intellectual Property Company, LLC (Assignor), an Illinois limited liability company having a principal place of business at 2701 Navistar Drive, Lisle, Illinois 60532 USA, and Dr. Ing. h.c. F. Porsche Aktiengesellschaft (Assignee), a German corporation, having its principal place of business at Porscheplatz 1, Stuttgart-Zuffenhausen, 70435 Germany.

WHEREAS, Assignor, through a predecessor-in-interest, and Innomark GmbH, on behalf of its client, the Assignee, entered into an agreement in 2004 (the "2004 Agreement");

WHEREAS, Assignor owns the "CAYMAN" trademark (the "Trademark") as used in connection with "sports cars and structural parts therefor" (the "Goods");

WHEREAS, Assignor owns U.S. Reg. No. 3,169,696 for the Trademark used in connection with the Goods;

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the Trademark AS IS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES as used with the Goods;

WHEREAS, Assignee desires to acquire said right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The recitals above are hereby incorporated into the Assignment Agreement.
- 2. Assignor hereby assigns to Assignee all right, title and interest in and to U.S. Reg. No. 3,169,696 for the "CAYMAN" Trademark used in connection with "sports cars and structural parts therefor," together with the goodwill symbolized by the Trademark as used with the Goods, all common law rights the Trademark as used with the Goods, and all claims, demands and causes for action, both at law and in equity, that Assignor may have, or may

TRADEMARK REEL: 004865 FRAME: 0225 hereinafter acquire, on account of any infringement of the Trademark as used with the Goods. Assignor does hereby empower Assignee, and its successors in interest, to sue for and collect the same, to its and their own and absolute use.

- 3. Assignor makes no warranties or representations in connection with the Trademark, and this assignment of the Trademark is made AS IS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES. Assignee states and represents that it is not, in any way, relying on any representations made by Assignor or any other party with respect to the Trademark. Neither Assignor nor any other entity or person affiliated in any way with Assignor shall be responsible or liable, in any way, for the existence or enforceability of the rights transferred in the Trademark for the Goods, the existence or enforceability of third parties' rights or claims relative to the Trademark for the Goods, or for any losses or damages resulting from any third parties' present or future claims arising from the registration or use of the Trademark for the Goods.
- 4. This Assignment Agreement shall be governed by the laws of the State of Illinois, USA. Any and all disputes arising out of this Assignment Agreement shall be settled by a court of competent jurisdiction located in the State of Illinois.
- 5. This Assignment Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6. The parties agree that facsimile signatures of this Assignment Agreement shall be deemed a valid and binding execution of this Assignment Agreement.

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IN WITNESS WHEREOF, the parties hereby agree to the foregoing on the date by which

both parties have signed this Assignment Agreement as indicated below.

ASSIGNOR:

ASSIGNEE:

Or. ng. n.c. F. Porsche

Aktiengestellschaft

Stg. Tuffenhalz

Stg. Tuffenhalz

Signature

To Assignment

Signature

Dr. Ing. h.c. F. Porsche Aktiengestellschaft

Signature

To Assignment

Signature

Dr. Thomas Hugger

Printed Name

UP + SR County

Title

Title

**RECORDED: 09/21/2012**