

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 Property Company, LLC		10/16/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Navistar RV, LLC
Street Address:	1031 U.S. 224 E
City:	Decatur
State/Country:	INDIANA
Postal Code:	46733
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85415901	HOLIDAY RAMBLER QUIET COOL
Registration Number:	3277523	PACIFICA
Registration Number:	3541044	RIPTIDE

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 816-363-5466
 Email: t.brownlee@wbbdlaw.com
 Correspondent Name: Timothy R. Brownlee
 Address Line 1: 401 W. 89th Street
 Address Line 4: Kansas City, MISSOURI 64114

NAME OF SUBMITTER:	Timothy R. Brownlee
Signature:	/Timothy R. Brownlee/

OP \$90.00 85415901

Date:

11/13/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT

16th THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this day of October, 2013, effective nunc pro tunc as of May 15, 2013 ("Effective Date") by and between **International Truck Intellectual Property Company, LLC**, an Illinois limited liability company ("Assignor"), and **Navistar RV, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations and applications set forth on Schedule A attached hereto and the unregistered trademarks set forth on Schedule B, and all common law, state and foreign rights for trademarks and service marks that are identical matching counterparts for the the entries in the first column of Schedule A, and in each case, together with the goodwill of the business associated with any of the foregoing (collectively, the "Marks"); and

WHEREAS, Assignee operates and conducts, or is the successor to, the business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. The recitals to this Assignment are hereby incorporated by reference herein and form an integral part of this Assignment.

2. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States, Canada and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, Canada or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, free and clear of any and all security interests, debts, liens and encumbrances suffered or incurred by Assignor, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, unauthorized use, breach or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts, as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Marks and other rights conveyed herewith.

4. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks, the Canadian Intellectual Property Office and the corresponding entities or agencies in any applicable U.S. states and foreign countries, to record Assignee as the assignee and owner of the Marks.

5. This Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the State of Delaware applicable to agreements made and performed within the State of Delaware without regard to conflicts of laws principles thereof.

6. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other assigned Marks.

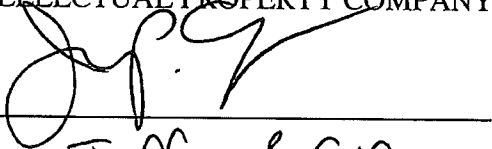
7. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile or .pdf signature shall be deemed an original.

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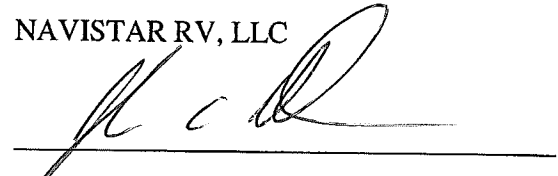
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

INTERNATIONAL TRUCK
INTELLECTUAL PROPERTY COMPANY



Name: Jeffrey V. Galfa
Title: VP + SR Counsel

NAVISTAR RV, LLC



Name: John Draheim
Title: CEO

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Application No.	Application Date	Registration No.	Registration Date
HOLIDAY RAMBLER QUIET COOL	United States of America	85415901	9/6/2011		
HOLIDAY RAMBLER QUIET COOL	Canada	1563664	2/10/2012		
PACIFICA	United States of America	78738542	10/21/2005	3277523	8/7/2007
RIPTIDE	United States of America	77189378	5/24/2007	3541044	12/2/2008