

## 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		10/31/2013	LIMITED LIABILITY COMPANY: ILLINOIS
	Bison Coach, LLC		10/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA				
Name:	Bison Horse Trailers, LLC			
Street Address:	804 South Higbee			
City:	Milford			
State/Country:	INDIANA			
Postal Code:	46542			
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
Serial Number:		77022021	TRAIL EXPRESS	
Serial Number:		75742560	STRATUS	
Serial Number:		78330040	BISON	
CORRESPONDENCE DATA				
Fax Number:	9374496405			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(937) 449-6400			
Email:	joseph.schaeff@dinsmore.com			
Correspondent Name:	B. Joseph Schaeff - Dinsmore & Shohl LLP			
Address Line 1:	One South Main Street			
Address Line 2:	Fifth Third Center - Suite 1300			
Address Line 4:	Dayton, OHIO 45402			

OP \$90.00 77022021

ATTORNEY DOCKET NUMBER:	AIR0000T0/40025.1210
NAME OF SUBMITTER:	B. Joseph Schaeff
Signature:	/B. Joseph Schaeff/
Date:	02/10/2014
Total Attachments: 6 source=Bison Assignment#page1.tif source=Bison Assignment#page2.tif source=Bison Assignment#page3.tif source=Bison Assignment#page4.tif source=Bison Assignment#page5.tif source=Bison Assignment#page6.tif	

## **INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT**

**THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT** (this “Assignment”) is made and entered into as of October 31, 2013 (“Effective Date”) by and between **International Truck Intellectual Property Company, LLC**, an Illinois limited liability company (“ITIPC”), **Bison Coach, LLC**, a Delaware limited liability company (“Bison”) and together with ITIPC, the “Assignors”), and **Bison Horse Trailers, LLC**, an Indiana limited liability company (“Assignee”).

**WHEREAS**, (i) ITIPC wishes to assign to Assignee, and Assignee wishes to acquire from ITIPC, the intellectual property set forth on Schedule A attached hereto and (ii) Bison wishes to assign to Assignee, and Assignee wishes to acquire from Bison, the goodwill of the business associated with the intellectual property set forth on Schedule A attached hereto to the extent not owned by ITIPC (collectively, the “Intellectual Property”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors 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. The Assignors hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Intellectual Property, for the United States, Canada and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom, for Assignee’s own use and enjoyment, free and clear of any and all security interests, debts, liens and encumbrances suffered or incurred by the Assignors, 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 the Assignors 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 or other unauthorized use of the Patents, 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. At the reasonable request of Assignee and at Assignee’s expense, the Assignors 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 Intellectual Property and other rights conveyed herewith.

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

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 Intellectual Property.

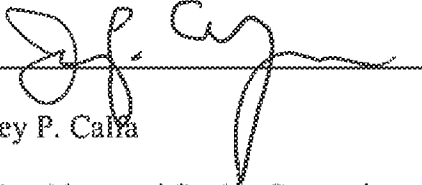
7. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile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

\* \* \* \* \*

*[The remainder of this page is intentionally left blank.]*

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

INTERNATIONAL TRUCK  
INTELLECTUAL PROPERTY COMPANY, LLC

*JPC*  
  
Name: Jeffrey P. Calfa  
Title: Vice President and Senior Counsel

BISON COACH, LLC

.....  
Name: William H. Osborne

Title: President

Agreed to and accepted by:

BISON HORSE TRAILERS, LLC

.....  
Name: .....

Title: .....

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

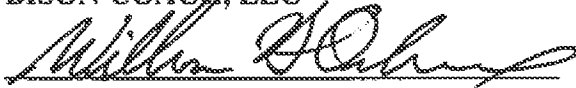
**INTERNATIONAL TRUCK  
INTELLECTUAL PROPERTY COMPANY, LLC**

\_\_\_\_\_

Name: Jeffrey P. Calfa

Title: Vice President and Senior Counsel

**BISON COACH, LLC**



Name: William H. Osborne

Title: President

Agreed to and accepted by:

**BISON HORSE TRAILERS, LLC**

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**INTERNATIONAL TRUCK  
INTELLECTUAL PROPERTY COMPANY, LLC**

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Name: Jeffrey P. Calfa

Title: Vice President and Senior Counsel

**BISON COACH, LLC**

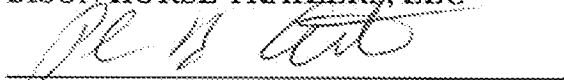
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Name: William H. Osborne

Title: President

Agreed to and accepted by:

**BISON HORSE TRAILERS, LLC**

  
Name: Peter B. Orthwein

Title: Director

**SCHEDULE A**

**INTELLECTUAL PROPERTY**

**Trademarks:**

<b>Mark</b>	<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
TRAIL EXPRESS	United States of America	77/022021	10/16/2006	3273840	08/07/2007
STRATUS	United States of America	75/742560	07/02/1999	2594862	07/16/2002
BISON	United States of America	78/330040	11/19/2003	2910980	12/14/2004
TRAVELER*	United States of America				
TRAIL HAND*	United States of America				

\* Unregistered

**Internet Domain Names:**

bisontrailer.com