

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

09/03/2014  
 900300156

ETAS ID: TM315920

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		08/29/2014	INC. ASSOCIATION: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	International Truck Intellectual Property Company, LLC
<b>Street Address:</b>	4201 Winfield Road
<b>City:</b>	Warrenville
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60555
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3967273	CONTINENTAL MIXERS

**CORRESPONDENCE DATA**

**Fax Number:** 8132270439  
*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.*  
**Phone:** 813-227-7433  
**Email:** DHayes@trenam.com  
**Correspondent Name:** Diana L. Hayes  
**Address Line 1:** 101 E. Kennedy Blvd.  
**Address Line 2:** Suite 2700  
**Address Line 4:** Tampa, FLORIDA 33602

<b>ATTORNEY DOCKET NUMBER:</b>	14-1877
<b>NAME OF SUBMITTER:</b>	Diana L. Hayes
<b>SIGNATURE:</b>	/Diana L. Hayes/
<b>DATE SIGNED:</b>	09/03/2014

**Total Attachments: 3**  
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RELEASE OF SECURITY INTEREST IN  
TRADEMARKS, dated as of August 29, 2014 (this "**Release**"),  
by JPMORGAN CHASE BANK, N.A., ("**JPMCB**"), as Collateral  
Agent. Capitalized terms used herein and not otherwise defined  
shall have the meanings assigned to such terms in the Credit  
Agreement or the Collateral Agreement, as applicable, referred to  
below.

A. Reference is made to (i) the Credit Agreement dated as of August 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Navistar International Corporation (the "**Parent**"), Navistar, Inc. (the "**Borrower**"), the Lenders from time to time party thereto and JPMCB, as Administrative Agent and Collateral Agent, (ii) the Guarantee and Collateral Agreement dated as of August 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), among the Parent, the Borrower, the other Subsidiaries from time to time party thereto and JPMCB, as Collateral Agent and (iii) the Patent and Trademark Security Agreement dated as of August 17, 2012, among the Parent, the Borrower, the other Subsidiaries from time to time party thereto and JPMCB, as Collateral Agent (the documents set forth in clauses (ii) and (iii), the "**Security Agreements**").

B. Pursuant to the Security Agreements, the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantors in, among other things, the Trademark set forth on Schedule I hereto (the "**Trademark Collateral**"), which security interests were recorded with the United States Patent & Trademark Office on September 12, 2012 at Reel/Frame 4859/0294.

C. The Borrower has notified the Collateral Agent that it has disposed of the Trademark set forth on Schedule I, in accordance with Section 6.4(a) (iii) of the Credit Agreement. Solely in reliance upon such notification, the Collateral Agent acknowledges that, pursuant to Section 8.8(c)(ii) of the Credit Agreement, any and all security interests it may have in the Trademark Collateral pursuant to the Security Agreements have been automatically released.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, relinquish and discharge any and all security interests it has in the Trademark Collateral. This Release is made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party. The Collateral Agent hereby acknowledges that this Release is made in addition to, and not as a limitation on, that certain release document and certificate regarding Continental dated on or about the date hereof, which also provides for the release of certain trademarks and trademark applications.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH  
AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be  
duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent,

By   
Name: RICHARD W. DUKER  
Title: MANAGING DIRECTOR

[[3487591]]

TRADEMARK  
REEL: 005358 FRAME: 0097

Schedule I

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	REGISTRATION DATE
CONTINENTAL MIXERS AND DESIGN	USA	77/924039	3967273	5/24/2011