

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM316012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Truck Intellectual Property Company, LLC		08/29/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Continental Mixer Solutions, LLC		
Street Address:	200 Ladish Road		
City:	Cynthiana		
State/Country:	KENTUCKY		
Postal Code:	41031		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3967273	CONTINENTAL MIXERS	
Serial Number:	86070774	CBMW MIXER	
Serial Number:	86070743	CONTINENTAL BEST MIXER WORLDWIDE	
CORRESPONDENCE DATA			
Fax Number:	8132270439		
<i>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.</i>			
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		
ATTORNEY DOCKET NUMBER:	14-1877		
NAME OF SUBMITTER:	Diana L. Hayes		
SIGNATURE:	/Diana L. Hayes/		
DATE SIGNED:	09/04/2014		
Total Attachments: 5			
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT**

WHEREAS, International Truck Intellectual Property Company, LLC, an Illinois limited liability company with offices at 2701 Navistar Drive, Lisle, Illinois 60532 (“ASSIGNOR”) owns certain trademarks and/or service marks, and applications and/or registrations for such marks, as listed in Exhibit A attached hereto and incorporated herein by this reference (“MARKS”); and

WHEREAS, Continental Mixer Solutions, LLC, a Delaware limited liability company, with offices at 200 Ladish Road, Cynthiana, Kentucky 41031 (“ASSIGNEE”), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the MARKS, together with the goodwill of the business symbolized by the MARKS;

WHEREAS, ASSIGNEE is a successor to a portion of the business of the ASSIGNOR to which the MARKS pertain, which business is ongoing and existing;

WHEREAS, ASSIGNOR, Navistar, Inc., a Delaware corporation, Continental Mfg. Company, Inc., a Texas corporation and ASSIGNEE have entered into a certain Asset Purchase Agreement dated as of the date hereof (the “APA”), assigning, among other things, all right, title and interest in and to the MARKS and in and to the registrations and/or applications for same from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the MARKS, and to the applications and/or registrations for the MARKS and all issuances, extensions and renewals thereof, together with the goodwill of the business symbolized by the MARKS and the portion of the business of the ASSIGNOR to which the MARKS pertain, which business is ongoing and existing, including, without limitation, all rights to apply for, file, register, maintain, extend or renew same, all rights to transfer and grant licenses and other rights with respect thereto, all claims and causes of action with respect thereto, any and all royalties, fees, income payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and all rights to enforce, and bring actions for all past, present and future infringements, misappropriations or other violations of or relating thereto and to settle, and collect and retain the proceeds from, any such actions. ASSIGNEE hereby accepts such conveyance, assignment, and transfer.

ASSIGNOR grants to ASSIGNEE and to the attorneys of record (now and in the future) for the MARKS the power to insert on this Assignment any further identification information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, and any foreign trademark office, for recordation of this document. ASSIGNOR agrees, at the reasonable request of ASSIGNEE, to take or cause to be taken all such other actions, including the execution of any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments and other documents, which may be reasonably required or necessary to more effectively secure to, and vest in, ASSIGNEE

and its successors and assigns, the entire right, title and interest in and to the MARKS and otherwise to effectuate fully the purposes, terms and conditions of this Assignment.

This Assignment is binding upon and inures to the benefit of all of ASSIGNOR and ASSIGNEE and their respective successors and assigns. This Assignment shall be governed by the laws of the State of Delaware. The representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the APA and this Assignment, the APA shall govern.

This Assignment may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A signature to this Assignment delivered by facsimile or Portable Document Format (PDF) will be sufficient for all purposes between the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 29th day of August, 2014.

INTERNATIONAL TRUCK INTELLECTUAL PROPERTY COMPANY, LLC

By: _____

Title: _____

Agreed to and Accepted:

~~CONTINENTAL MIXER SOLUTIONS, LLC~~

By:  _____

Title: President _____

[Signature Page to the Trademark Assignment]

va-430908

TRADEMARK
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IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 29th day of August, 2014.

INTERNATIONAL TRUCK INTELLECTUAL PROPERTY COMPANY, LLC 

By: 

Title: VP + Sr Counsel

Agreed to and Accepted:

CONTINENTAL MIXER SOLUTIONS, LLC

By: _____

Title: _____

**EXHIBIT A
MARKS**

<u>Type/Country</u>	<u>Trademark</u>	<u>Registration / Serial Number</u>	<u>Registration / Filing Date</u>
United States	CONTINENTAL MIXERS AND DESIGN	3967273	5/24/2011
Intent to Use United States	CBMW Mixer	86/070774	9/20/2013
Intent to Use United States	Continental Best Mixer Worldwide	86/070743	9/20/2013
Australia	CONTINENTAL MIXERS AND DESIGN	1368265	6/23/2010
Canada	CONTINENTAL MIXERS AND DESIGN	TMA853570	6/17/2013
Dominican Republic	CONTINENTAL MIXERS AND DESIGN	186480	3/18/2011
Ecuador	CONTINENTAL MIXERS AND DESIGN	7323-12	10/31/2012
Guatemala	CONTINENTAL MIXERS AND DESIGN	173827	1/21/2011
Haiti	CONTINENTAL MIXERS AND DESIGN	71/171	12/22/2010
Kuwait	CONTINENTAL MIXERS AND DESIGN	97841	9/18/2011
Mexico	CONTINENTAL MIXERS AND DESIGN	1184265	10/15/2010
Panama	CONTINENTAL MIXERS AND DESIGN	191307-01	8/30/2011
United Arab Emirates	CONTINENTAL MIXERS AND DESIGN	143831	2/04/2013