

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Workhorse International Holding Company		02/20/2015	COMPANY: UNITED STATES Delaware
RECEIVING PARTY DATA			
Name:	International Truck Intellectual Property Company, LLC		
Street Address:	2701 Navistar Drive		
City:	Lisle		
State/Country:	ILLINOIS		
Postal Code:	60532		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES Illinois		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2931180	UPTIME PARTS	
CORRESPONDENCE DATA			
Fax Number:	6307537546		
<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:	331-332-5000		
Email:	ptinfo@navistar.com		
Correspondent Name:	International Truck Intellectual Property		
Address Line 1:	2701 Navistar Drive		
Address Line 4:	Lisle, ILLINOIS 60532		
ATTORNEY DOCKET NUMBER:	T10731 1034		
NAME OF SUBMITTER:	Yvonne Figueroa		
SIGNATURE:	/Yvonne Figueroa/		
DATE SIGNED:	02/20/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 18, 2015 ("Effective Date") by and between Workhorse International Holding Company, a Delaware corporation, with its principal office at 4201 Winfield Road, Warrenville, IL. 60555 ("Assignor"), and International Truck Intellectual Property Company, LLC., an Illinois limited company, with its principal office at 2701 Navistar Drive, Lisle, Illinois 60532 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee and Assignee wishes to acquire from Assignor, the United States Trademark registration set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (the "Mark"); and

WHEREAS, Assignor is successor to Assignor's business, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Mark, for the United States, including, without limitation, any renewal and extension of the registration, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, 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 or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of the Assignment, including, without limitation, with respect to the following: (1) any application for renewal of the registration relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Mark and this Assignment; (3) obtaining any additional trademark protection relating to

rights assigned herein that Assignee reasonable may deem appropriate that may be secured under the laws now or hereafter in effect in the United States.

* * * * *

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

WORKHOUSE INTERNATIONAL HOLDING COMPANY

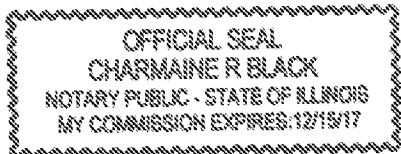
INTERNATIONAL TRUCK INTELLECTUAL PROPERTY COMPANY, LLC

[Signature]
Name: Scott Krue
Title: Secretary

[Signature]
Name: Jeffrey P. Galt
Title: VP + SR Counsel

STATE OF IL)
)SS.
COUNTY OF DuPage

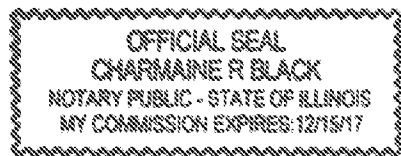
On this 20 day of February, there appeared before me Curt A. Kramer personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/ her voluntary act and deed on behalf and with full authority of Workhouse International Holding Company.



Charmaine R. Black
Notary Public

STATE OF IL)
)SS.
COUNTY OF DuPage

On this 20 day of February, there appeared before me Jeffrey P. Galt personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/ her voluntary act and deed on behalf and with full authority of International Truck Intellectual Property Company, LLC.



Charmaine R. Black
Notary Public

SCHEDULE A

TRADEMARK REGISTRATION

Mark	Country	Application No.	Application Date	Registration No.	Registration Date
UPTIME PARTS	United States of America	76/369,354	2/8/2002	2,931,180	3/8/2005