TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM350125

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |
| ₹, | | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|--|
| Navistar Defense, LLC | • | 08/03/2015 | LIMITED LIABILITY COMPANY: 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: | XXXXXXXXXXXXI: ILLINOIS Limited Liability Company | | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark | |
|----------------------|---------|---------------|--|
| Registration Number: | 3902828 | INDIGEN ARMOR | |

CORRESPONDENCE DATA

Fax Number:

6307537546

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:

3313323023

Email:

ptinfo@navistar.com

Correspondent Name:

International Truck Intellectual Propert

Address Line 1:

2701 Navistar Drive

Address Line 4:

Lisle, ILLINOIS 60532

| ATTORNEY DOCKET NUMBER: | T10972 2010.1034 |
|-------------------------|--------------------|
| NAME OF SUBMITTER: | Jeffrey P. Calfa |
| SIGNATURE: | /Jeffrey P. Calfa/ |
| DATE SIGNED: | 08/03/2015 |

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK

3 ASSIGNMENT OF TRADEMARK (this "<u>Trademark Assignment</u>") made as of <u>August</u> 2015 (the "<u>Effective Date</u>"), by Navistar Defense, LLC ("<u>Navistar Defense</u>") to International Truck Intellectual Property Company, LLC, an [Illinois] limited liability company ("International").

WHEREAS, Navistar Defense desires to convey, assign, transfer and deliver to International, and International desires to acquire from Navistar Defense, all right, title and interest of Navistar Defense in and to the mark set forth on Schedule I attached hereto and incorporated by reference herein, which is registered in the United States Patent and Trademark Office (the "Assigned Mark").

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Navistar Defense hereby agrees as follows:

- 1. <u>Assignment.</u> As of the Effective Date, Navistar Defense does hereby convey, assign, transfer and deliver to International, free and clear of any liens, claims or encumbrances, (i) all right, title and interest of Navistar Defense in and to the Assigned Mark, including any and all registrations and applications for registration thereof and the goodwill of the business connected with the use thereof and symbolized thereby, (ii) any past, present or future claims or causes of actions arising out of or related to any infringement, dilution or other violation or impairment of the foregoing and the right to sue or otherwise recover therefor, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, the same to be held and enjoyed by International, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Navistar Defense if this Trademark Assignment had not been made.
- 2. <u>Further Assurances</u>. At any time, Navistar Defense shall promptly execute and deliver, without consideration, such other documents as International may reasonably request, and/or take any additional actions, in each case, if reasonably necessary or advisable in connection with the consummation of the transactions contemplated by this Trademark Assignment, to more effectively convey, assign and transfer to International (and/or to more effectively record or evidence the same), and to put International in actual possession and control of, the Assigned Mark.
- 3. <u>Recordation.</u> Navistar Defense hereby authorizes and requests that the United States Patent and Trademark Office record this Trademark Assignment.
- 4. <u>Governing Law: Jurisdiction</u>. This Trademark Assignment shall be governed by and construed under and in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof. The Delaware Court of Chancery shall retain jurisdiction over any action or proceeding arising out of or relating to this Trademark Assignment, and all claims in respect of such action or proceeding may be heard and determined in the Delaware Court of Chancery. Each party expressly agrees that exclusive jurisdiction for the resolution of

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any disputes arising out of or in any way relating to this Trademark Assignment shall be the Delaware Court of Chancery (or if the Court of Chancery does not have subject matter jurisdiction then a state court in the State of Delaware with jurisdiction).

- 5. <u>Counterparts</u>. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures provided by facsimile or electronic transmission will be deemed to be original signatures.
- 6. <u>Headings</u>. The headings contained in this Trademark Assignment are for reference purposes only and shall not affect the meaning or interpretation of this Trademark Assignment.

[signature page follows]

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IN WITNESS WHEREOF, Navistar Defense has caused this Trademark Assignment to be duly executed as of the Effective Date.

NAVISTAR DEFENSE, LLC

By: 2. 5/3/2015 Name: Stacey L. Prange

Title: Assistant Corporate Secretary

Acknowledged and Agreed:

INTERNATIONAL TRUCK INTELLECTUAL PROPERTY COMPANY, LLC

By:

Name: Jeffrey P. Calfa Title: Vice President

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<u>SCHEDULE I</u>

| Mark | Serial Number Filing Date | Registration Number Registration Date |
|---------------|------------------------------|--|
| INDIGEN ARMOR | 77/890,991 | 3,902,828 |
| | 12/10/2009 | 1/11/2011 |

TRADEMARK
RECORDED: 08/03/2015 REEL: 005592 FRAME: 0053