

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERNATIONAL TRUCK INTELLECTUAL PROPERTY COMPANY, LLC		11/16/2016	Limited Liability Company: ILLINOIS
Navistar International Corporation		11/16/2016	Corporation: DELAWARE
Navistar, Inc		11/16/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK N.A., AS COLLATERAL AGENT		
Street Address:	10 SOUTH DEARBORN, FLOOR L-2		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3902828	INDIGEN ARMOR	
Registration Number:	3953364	JET STREAM	
Serial Number:	86787928	HX	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	crs1-41478		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		

OP \$90.00 3902828

DATE SIGNED:	11/21/2016
Total Attachments: 5 source=41478 (revised)#page1.tif source=41478 (revised)#page2.tif source=41478 (revised)#page3.tif source=41478 (revised)#page4.tif source=41478 (revised)#page5.tif	

TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2016 (this "Agreement"), among NAVISTAR INTERNATIONAL CORPORATION, a Delaware corporation ("Parent"), NAVISTAR, INC., a Delaware corporation (the "Borrower"), the other Subsidiary Credit Parties from time to time party hereto and JPMorgan Chase Bank, N.A. ("JPMCB"), as Collateral Agent.

Reference is made to (a) the Credit Agreement dated as of August 17, 2012 (as amended and restated as of August 7, 2015, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Parent, the Borrower, the Lenders from time to time party thereto and JPMCB, as Administrative Agent and the Collateral Agent and (b) 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 Parent, the Borrower, certain other Subsidiaries from time to time party thereto and JPMCB, as Collateral Agent. The Lenders have extended, and have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Parent and the Subsidiary Credit Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Sections 1.2 and 1.3 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations (other than, in the case of security interests granted by any Subsidiary Credit Party, any Obligation of Parent), each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "U.S. Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the

United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

Notwithstanding anything herein to the contrary, if, to the extent and for so long as any of the foregoing is an Excluded Asset, the security interest granted under this Section shall not attach to, and U.S. Trademark Collateral shall not include, such asset (it being understood that the security interest shall immediately attach to, and U.S. Trademark Collateral shall immediately include, any such asset (or any portion thereof) upon such asset (or such portion thereof) ceasing to be an Excluded Asset); provided that it is understood that the trademarks listed on Schedule I hereto are not Excluded Assets (it being understood that any "intent to use" trademark application listed on Schedule I for which a statement of use has not been filed with the United States Patent and Trademark Office shall be an Excluded Asset, but only to the extent that the grant of the Security Interest would invalidate such trademark application).

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the U.S. Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein (including, for the avoidance of doubt, Sections 7.12 and 7.18 thereof). In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern and control in all respects.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NAVISTAR INTERNATIONAL CORPORATION,

by

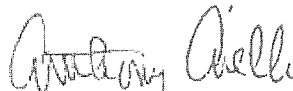


Name: William McMenamin *UP*

Title: President, Financial Services and Treasurer

NAVISTAR, INC.,

by



Name: Anthony Aiello *UP*

Title: Assistant Treasurer

INTERNATIONAL TRUCK INTELLECTUAL PROPERTY COMPANY, LLC

by



Name: Mark C. Beck *UP*

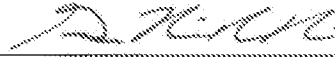
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005926 FRAME: 0970

JPMORGAN CHASE BANK, N.A., as Collateral

by:



Name: Gene Riego de Dios
Title: Vice President

[Signature Page to Trademark Security Agreement]

[389424]

TRADEMARK
REEL: 005926 FRAME: 0971

Schedule I
Trademarks

Owner	County	Status	Mark Name	Application Date	Application No.	Registration Date	Registration No.
International Truck Intellectual Property Company, LLC	United States	Registered	INDIGEN ARMOR	12/10/2009	77/890991	01/11/2011	3902828
International Truck Intellectual Property Company, LLC	United States	Registered	JET STREAM	03/08/2010	77/952991	05/03/2011	3953364
International Truck Intellectual Property Company, LLC	United States	Filed	HX	10/24/2015	86/787928		

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