

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503198

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the entity state and assignment document previously recorded on Reel 005723 Frame 0388. Assignor(s) hereby confirms the ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
International Engine Intellectual Property Company, LLC		01/29/2016	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pure Power Technologies, Inc.		
<b>Street Address:</b>	1410 Northpoint Boulevard		
<b>City:</b>	Blythewood		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29016		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77963745	PURE POWER	
<b>Serial Number:</b>	77969726	PURE POWER	
<b>Serial Number:</b>	77969656	PURE POWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-837-6264		
<b>Email:</b>	TRADEMARKS@HUGHESHUBBARD.COM		
<b>Correspondent Name:</b>	PATRICE P. JEAN		
<b>Address Line 1:</b>	ONE BATTERY PARK PLAZA		
<b>Address Line 2:</b>	HUGHES HUBBARD & REED LLP		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	033171.00001		
<b>NAME OF SUBMITTER:</b>	Patrice P. Jean		
<b>SIGNATURE:</b>	/patrice p jean/		

CH \$90.00 77963745

**DATE SIGNED:**

12/21/2018

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371819

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Engine Intellectual Property Company, LLC		01/29/2016	LIMITED LIABILITY COMPANY: DELAWARE ILLINOIS

## RECEIVING PARTY DATA

<b>Name:</b>	Pure Power Technologies, Inc.
<b>Street Address:</b>	1410 Northpoint Boulevard
<b>City:</b>	Blythewood
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29016
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77963745	PURE POWER
Serial Number:	77969726	PURE POWER
Serial Number:	77969656	PURE POWER

## CORRESPONDENCE DATA

Fax Number:

*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:

(212) 837-6462

Email:

trademarks@hugheshubbard.com

Correspondent Name:

Patrice P. Jean

Address Line 1:

One Battery Park Plaza

Address Line 4:

New York, NEW YORK 10004

<b>ATTORNEY DOCKET NUMBER:</b>	032621-00001
<b>NAME OF SUBMITTER:</b>	Patrice P. Jean
<b>SIGNATURE:</b>	/Patrice P. Jean/
<b>DATE SIGNED:</b>	02/03/2016

Total Attachments: 3

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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** ("Trademark Assignment"), dated as of January 29, 2016 and effective as of the Closing Date (as defined in the Purchase Agreement, which is defined below), is entered into by and among International Engine Intellectual Property Company, LLC ("Assignor") and Pure Power Technologies, Inc. ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined herein).

**WHEREAS**, concurrent with the execution of this Trademark Assignment, Pure Power Technologies, LLC, an Affiliate of Assignor ("Seller"), Navistar, Inc. and Assignee have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of January 29, 2016, pursuant to which Seller has committed to have Assignor sell, assign, transfer, deliver and convey to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks (as defined herein); and

**WHEREAS**, Assignor and Assignee desire to execute this Trademark Assignment for purposes of further memorializing the sale, assignment, transfer, delivery and conveyance to Assignee of the Assigned Trademarks, including for purposes of recording same with any applicable intellectual property offices and/or similar agencies.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN**, be it known that for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

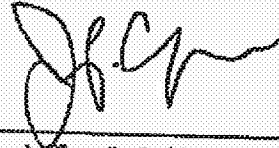
1. **Assignment.** Assignor hereby sells, assigns, transfers, delivers and conveys, as of the Closing, to Assignee, all right, title and interest in and to (a) the Trademarks listed on Schedule A attached hereto (including all goodwill associated therewith.), and all registrations and applications therefor (collectively, the "Assigned Trademarks"); and (b) (i) all rights pertaining to the Assigned Trademarks arising under international treaties and convention rights and all foreign Trademark rights with respect to the Assigned Trademarks; (ii) the right and power to assert, defend and recover title to the Assigned Trademarks; (iii) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to the Assigned Trademarks; (iv) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of the Assigned Trademarks; and (v) all administrative rights arising from the Assigned Trademarks, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the right to obtain renewals and extensions of legal protection pertaining to the Assigned Trademarks and the right to file applications claiming the benefit of one or more of the Assigned Trademarks.
2. **Assistance.** At any time, and from time to time at Assignee's reasonable request, Assignor agrees to execute further documents and instruments and to do such other acts as may be necessary or reasonably requested by Assignee to more effectively vest full title in and to the Assigned Trademarks.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be executed by their duly authorized officers on the date set forth above.

ASSIGNOR:

INTERNATIONAL ENGINE  
INTELLECTUAL PROPERTY COMPANY,  
LLC

By:   
Name: Jeffrey P. Calla  
Title: Vice President

*Signature Page - Trademark Assignment*

TRADEMARK  
REEL: 006507 FRAME: 0391  
REEL: 006507 FRAME: 0638

ASSIGNEE:

PURE POWER TECHNOLOGIES, INC.

By:  1/29/16

Name: Gerald Sweetland

Title: Chief Executive Officer

*Signature Page - Trademark Assignment*

RECORDED: 02/03/2016

TRADEMARK  
REEL: 006507 FRAME: 0392  
REEL: 006507 FRAME: 0639

Schedule A

Assigned Trademarks

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
PURE POWER	Argentina	3115119	09/14/2011	2544277	12/07/2012
PURE POWER Color Logo (Words)	Argentina	3115121	09/14/2011	2544283	12/07/2012
PURE POWER TECHNOLOGIES - Chinese pronounced like Pu Rui Dong Li Ker Gee	China P.R.	8555140	08/09/2010	8555140	12/07/2013
PURE POWER TECHNOLOGIES - Chinese pronounced like Pu Rui Dong Li Ker Gee	China P.R.	8555140	08/09/2010	8555140	12/07/2013
PURE POWER TECHNOLOGIES Chinese pronounced as Chun Li ke Ji	China P.R.	9072842	01/20/2011	9072842	01/28/2012
PURE POWER TECHNOLOGIES Chinese pronounced as Chun Li ke Ji	China P.R.	8555141	08/09/2010	8555141	09/21/2013
PURE POWER TECHNOLOGIES Chinese pronounced as Chun Li ke Ji	China P.R.	9072842	01/20/2011	9072842	01/28/2012
PURE POWER TECHNOLOGIES Chinese pronounced as Chun Li ke Ji	China P.R.	8555141	08/09/2010	8555141	09/21/2013
PURE POWER	Colombia	11123496	09/21/2011	443118	02/20/2012
PURE POWER Color Logo (Words)	Colombia	11123500	09/21/2011	444554	03/09/2012
PURE POWER Black and White Logo	Community Trademark	009162009	06/09/2010	009162009	12/31/2010
PURE POWER Black and White Logo (words)	Community Trademark	009161605	06/09/2010	009161605	12/31/2010
purePOWER Color Logo	Community Trademark	009161944	06/09/2010	009161944	12/31/2010

*A*  
12/14/18



Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
purePOWER Color Logo (Words)	Community Trademark	009162223	06/09/2010	009162223	12/31/2010
PURE POWER	Mexico	1210925	09/12/2011	1268070	02/14/2012
PURE POWER Color Logo (Words)	Mexico	1210934	09/12/2011	1268071	02/14/2012
PURE POWER (words)	United States	77/963745	03/19/2010	4597389	09/02/2014
PURE POWER Logo (Color)	United States	77/969726	03/26/2010		
PURE POWER Stylized (Black and White)	United States	77/969656	03/26/2010	4703938	03/17/2015

*9/12/13*