

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IC Blue, LLC		08/17/2012	LIMITED LIABILITY COMPANY: ARKANSAS
International Engine Intellectual Property Company, LLC		08/17/2012	LIMITED LIABILITY COMPANY: ILLINOIS
International Truck Intellectual Property Company, LLC		08/17/2012	LIMITED LIABILITY COMPANY: ILLINOIS
Navistar International Corporation		08/17/2012	CORPORATION: DELAWARE
Navistar, Inc.		08/17/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent
Street Address:	270 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 137

Property Type	Number	Word Mark
Serial Number:	77808447	I C
Registration Number:	2960703	IC
Registration Number:	2926823	IC
Registration Number:	2927671	IC
Registration Number:	2872554	IC
Registration Number:	2953894	IC
Registration Number:	2953958	IC
Registration Number:	2953961	IC
Serial Number:	77963745	PURE POWER

OP \$3440.00 77808447

Serial Number:	85316909	PURE POWER IRON
Serial Number:	85316930	PPI
Serial Number:	85317019	TRUE INJECTION PRESSURE
Serial Number:	85562806	CLEANBURN
Serial Number:	77969614	PURE POWER
Serial Number:	77969656	PURE POWER
Serial Number:	77969726	PURE POWER
Serial Number:	77969775	PUREPOWER
Registration Number:	3584626	MAXXFORCE
Registration Number:	3482403	MAXXFORCE INTERNATIONAL DIESEL POWER
Registration Number:	3780846	MAXXFORCE
Registration Number:	2739349	EVRT
Serial Number:	78365973	SCOUT MASTER
Serial Number:	77350322	MAXXPOWER
Serial Number:	77606746	REVO
Serial Number:	77703253	RESTAR
Serial Number:	77844296	LOADSTAR
Serial Number:	77924039	CONTINENTAL MIXERS
Serial Number:	77935609	DXM
Serial Number:	85085089	WELLINGTON BAY
Serial Number:	85085106	ARMOR
Serial Number:	85359362	NEOSTAR
Serial Number:	85414419	MONACO QUIET COOL
Serial Number:	85415901	HOLIDAY RAMBLER QUIET COOL
Serial Number:	85415922	QUIET COOL
Serial Number:	85429435	FAST FILL
Serial Number:	85434240	SARATOGA
Serial Number:	85451808	PUREPAC LOG SUPPORT
Serial Number:	85542596	LIFE RIDES ON US
Serial Number:	85660801	TREK
Registration Number:	4032357	SCOUT
Registration Number:	3551902	DURASTAR
Registration Number:	3428252	CITYSTAR
Registration Number:	3446636	PROSTAR
Registration Number:	3455667	DIA

	3413474	TRANSTAR
Registration Number:	3701935	MYEDGE PARTS AND SERVICE
Registration Number:	4031819	AWARE VEHICLE INTELLIGENCE
Registration Number:	3577003	SERVICEPARTNER
Registration Number:	3534823	MAXXPRO
Registration Number:	3706659	SCOUT
Registration Number:	3951842	ESTAR
Registration Number:	3959079	TERRASTAR
Registration Number:	4042760	MODEC
Registration Number:	3959486	ONYX
Registration Number:	3994934	TRIP
Registration Number:	4129301	SILVER CREEK
Registration Number:	4099913	MONACO VESTA
Registration Number:	4099918	MONACO VESTA
Registration Number:	914621	INTERNATIONAL
Registration Number:	931296	SCOUT
Registration Number:	963608	FLEETRITE
Registration Number:	988866	FLEETRITE
Registration Number:	1154875	FLEETRITE
Registration Number:	1425686	
Registration Number:	1424761	INTERNATIONAL
Registration Number:	1468213	INTERNATIONAL
Registration Number:	1626374	FLEETRITE
Registration Number:	1692825	DYNASTY
Registration Number:	1784399	INTERNATIONAL ADVANTAGE
Registration Number:	1930009	FLEET CHARGE
Registration Number:	2417830	TRAIL CRUISER
Registration Number:	2511869	INTERNATIONAL
Registration Number:	2461049	INTERNATIONAL
Registration Number:	2724681	INTERNATIONAL
Registration Number:	2717741	INTERNATIONAL
Registration Number:	2759245	INTERNATIONAL
Registration Number:	2603473	INTERNATIONAL
Registration Number:	2641603	ISIS
Registration Number:	2729636	ISIS

	2642880	EZ-TECH
Registration Number:	2639553	MASTERDIAGNOSTICS
Registration Number:	2654426	INTERNATIONAL DIAMOND CLUB
Registration Number:	2666519	PERFORMANCE PM
Registration Number:	2571452	DIAMOND ADVANTAGE
Registration Number:	2814919	SCOUT
Registration Number:	2758838	
Registration Number:	2697930	INTERNATIONAL
Registration Number:	2736712	RAPIDPOWER
Registration Number:	2814132	DIAMOND LOGIC
Registration Number:	2700511	FLEET ISIS
Registration Number:	2742076	EBS
Registration Number:	2791287	INTERNATIONAL
Registration Number:	2778054	PERFORMANCE A/C
Registration Number:	2941566	DIAMOND LOGIC
Registration Number:	3445107	MAXIMUM IMPACT
Registration Number:	2960837	LEAVE NO STUDENT BEHIND
Registration Number:	2899458	
Registration Number:	2953338	DIAMOND LOGIC
Registration Number:	2871631	DIAMOND ISIS
Registration Number:	2857009	DIAMOND ESTIMATING SYSTEM
Registration Number:	2844916	
Registration Number:	2910611	CREW
Registration Number:	2845036	POWER, PERFORMANCE, AND A FUN DRIVING EXPERIENCE
Registration Number:	2874866	INTERNATIONAL
Registration Number:	2916768	SAVOY
Registration Number:	2994307	DIAMOND CONNECTION
Registration Number:	2910980	BISON
Registration Number:	2913241	ALUMASPORT
Registration Number:	2933099	PAYSTAR
Registration Number:	3151805	CUSTOMERCONNECT
Registration Number:	3041788	CXT
Registration Number:	3057843	INTERNATIONAL
Registration Number:	3144665	ENHANCED POWER-PLUS

Registration Number:	3163983	R WORLD TRUCK RAPID SERVICE
Registration Number:	3111752	YEAH, WE CHECKED IT
Registration Number:	3106672	GPRP
Registration Number:	3235176	LONESTAR
Registration Number:	3345801	WORKSTAR
Registration Number:	3209249	DIA
Registration Number:	3642404	RENEWED
Registration Number:	3654578	P^ARTSM^RT RIGHT ON THE MONEY
Registration Number:	3654585	P^ARTSM^RT
Registration Number:	3845265	MYEDGE
Registration Number:	2560528	GREEN DIESEL TECHNOLOGY
Registration Number:	1472594	NAVISTAR
Registration Number:	1556029	FLEET CHARGE
Registration Number:	1445611	POWER
Registration Number:	2118359	SKY-RISE
Registration Number:	3651780	NAVISTAR
Registration Number:	1498530	NAVISTAR
Registration Number:	1709587	QUICK CHECK
Registration Number:	973268	PAYSTAR
Registration Number:	1417384	EAGLE
Registration Number:	1415752	EAGLE
Registration Number:	1559197	TOPS
Registration Number:	2381360	INTERNATIONAL
Registration Number:	3032183	BUS ISIS

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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:

38119

NAME OF SUBMITTER:

Penelope J.A. Agodoa

TRADEMARK

REEL: 004859 FRAME: 0298

/pja/

Date:

09/12/2012

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of August 17, 2012 (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, 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 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. Patent and Trademark Collateral"):

(a) (i) all letters patent of the United States of America, all registrations and recordings thereof, and all applications for letters patent of the United States of America, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(b) all U.S. 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, and all extensions or renewals thereof, including those listed on Schedule II.

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. Patent and Trademark Collateral shall not include, such asset (it being understood that the security interest shall immediately attach to, and U.S. Patent and 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).

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. Patent and 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, Section 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.

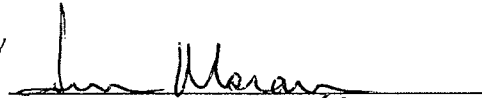
SECTION 5. Termination. The security interests granted in this Agreement shall be terminated and released in accordance with Section 7.12 of the Collateral Agreement.

[Signature Pages Follow]

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

NAVISTAR INTERNATIONAL
CORPORATION,

by

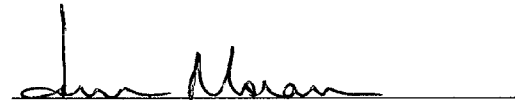


Name: James M. Moran *JM*

Title: Vice President and Treasurer

NAVISTAR, INC.,

by



Name: James M. Moran *JM*

Title: Vice President and Treasurer

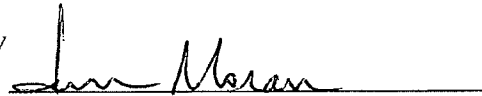
[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
REEL: 004859 FRAME: 0302

IC BUS, LLC,
SST TRUCK COMPANY LLC,
IC BUS OF OKLAHOMA, LLC,
NAVISTAR DIESEL OF ALABAMA,
LLC,
NAVISTAR RV, LLC
NAVISTAR BIG BORE DIESELS, LLC,
WORKHORSE INTERNATIONAL
HOLDING COMPANY,
NAVISTAR AFTERMARKET
PRODUCTS, INC.,
INDIANAPOLIS CASTING
CORPORATION,
INTERNATIONAL TRUCK
INTELLECTUAL PROPERTY
COMPANY, LLC,
INTERNATIONAL ENGINE
INTELLECTUAL PROPERTY
COMPANY, LLC,
PURE POWER TECHNOLOGIES, LLC,
NAVISTAR DEFENSE, LLC,
UPTIME PARTS, LLC,
CONTINENTAL MFG. COMPANY, INC.,

by



Name: James M. Moran

Title: Vice President and Treasurer

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

[[3364409]]

TRADEMARK
REEL: 004859 FRAME: 0303

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by



Name: Richard W. Duker
Title: Managing Director

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

[[NYCORP.3364409v1.3143E: 08/15/2012--12:47 p]]

TRADEMARK
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