

03-08-1999



100924758

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRS
8-14-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

MRS 8-14-98

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment *29* License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year *TM*

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

03

03

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

815E

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
SEE SCHEDULE A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE						
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

R. PAUL BARKES, ESQ.

2/25/99

Name of Person Signing

Signature

Date Signed

Schedule A

TRADEMARK	APPLICANT	APPLICATION DATE	APPLICATION NO.	PUBLICATION DATE	REGISTRATION DATE	REGISTRATION NO.	STATUS
EXCEL (based on accessories sale)	HMA	07/18/85	548724	02/03/87	04/28/87	1437936	Combined Declaration Under Sections 8 & 15 accepted for floor mats (renewed) Renewal Date: 4/28/2007
FLAIR	HMA	10/26/88	759850	05/02/89	07/25/89	1549064	Combined Declaration Under Sections 8 & 15 accepted 1/29/96. Renewal date: 7/25/2009
H LOGO	HMA	11/21/88	765125	09/12/89	12/05/89	1569538	Combined Declaration Under Sections 8 & 15 accepted 1/29/96. Renewal: 12/5/99
HMC	HMC	05/29/86	601319	08/25/87	01/24/89	1521702	Combined Declaration Under Sections 8 & 15 accepted on 10/6/95. Renewal Date: 1/24/99
HYUNDAI	HMC	03/20/78	100024	--	10/24/78	1104727	Section 8 Declaration accepted 2/3/86 (renewed). Renewal Date: 10/24/98
HYUNDAI PONY	HMC	03/20/78	106232	--	01/23/79	1111714	Section 8 Declaration accepted 02/03/86 (renewed). Renewal Date: 1/23/99
HYUNDAI SERVICE TRAINING LOGO (Wrench symbol)	HMA (assigned to HMC)	07/01/87	669779	12/12/89	03/06/90	1585561	Combined Declaration under Sections 8 & 15 filed on 12/13/95. Renewal Date: 3/6/2000
Hyundai SHUTTLE	HMA (assigned to HMC)	12/04/87	699051	08/29/89	11/21/89	1567009	Combined Declaration Under Sections 8 & 15 accepted 3/15/96. Renewal Date: 11/21/99
NOBEL	HMA	03/08/93	365789	09/28/93	06/06/95	1898075	File Use Affidavit: 6/2000 - 6/2001 Renewal Date: 6/6/2005
POWER OF THE PURSE	HMA	08/29/95	74722282	09/10/96	07/22/97	2,082,169	Statement of Use due: 7/22/2003 Renewal Date: 7/22/2007
HYUNDAI & DESIGN							

TRADEMARK	APPLICANT	APPLICATION DATE	APPLICATION NO.	PUBLICATION DATE	REGISTRATION DATE	REGISTRATION NO.	STATUS
PRESTO	HMC	01/14/85	517527	08/12/86	12/02/86	1419098	Combined Declaration Under Sections 8 & 15 accepted (renewed). Renewal Date: 12/2/2006
REMOTE RESCUE	HMA	10/03/94	582150	10/17/95	3/4/97	2,042,264	Affidavit of Use to be filed prior to 3/4/2003. Renewal date: 3/4/2007
S'coupe	HMA	10/26/88	759991	10/03/89	12/26/89	1573208	Combined Declaration Under Sections 8 & 15 accepted 3/13/96. Renewal Date: 12/26/99
Scoupe	HMA	10/26/88	760029	10/03/89	12/26/89	1573209	Combined Declaration Under Sections 8 & 15 accepted 3/13/96. Renewal Date: 12/26/99
SERVICE THAT MAKES SENSE	HMA	02/16/88	711530	07/05/88	09/27/88	1506396	Combined Declaration Under Sections 8 & 15 accepted 5/3/95. Renewal Date: 9/27/2008
SONATA	HMC	09/21/87	685224	05/03/88	10/18/88	1509175	Combined Declaration Under Sections 8 & 15 accepted 12/26/95. Renewal Date: 10/18/2008
SPRITE	HMA	10/26/88	759854	10/10/89	01/02/90	1574730	Combined Declaration Under Sections 8 & 15 accepted. Renewal Date: 1/2/2000
STAREX	HMC	08/13/93	424572	03/21/95	06/13/95	1898828	File Statement of Use: 6/2001 Renewal Date: 6/13/2005
STELLAR PRIMA (stylized)	HMC	12/05/85	571728	07/21/87	10/13/87	1460784	Combined Declaration Under Sections 8 & 15 accepted. Renewal Date: 10/13/2005
TIBURON	HMA	12/19/95	75/034605				Original application withdrawn; refilled on 5/7/98. Application pending.
TIBURON and Shark Design	HMA	5/7/98					
VALUE CARE	HMA	02/01/93	354279	06/29/93	09/21/93	1793883	File Use Affidavit: 9/98 - 9/99 Renewal Date: 9/21/2003

TRADEMARK	APPLICANT	APPLICATION DATE	APPLICATION NO.	PUBLICATION DATE	REGISTRATION DATE	REGISTRATION NO.	STATUS
VALUE CARE OWNERSHIP	HMA	04/22/93	354896	06/29/93	09/21/93	1793884	File Use Affidavit: 09/98 - 09/99 Renewal Date: 9/21/2003

TRADEMARK
REEL: 1816 FRAME: 0352

+9653815
-LEGAL DEPARTMENT

035 P34/35 JUN 23 '98 16:16

June 19, 1998

trademarks.doc

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of August 3, 1998, is made by **HYUNDAI MOTOR AMERICA**, a California corporation ("Obligor"), in favor of **BANKAMERICA BUSINESS CREDIT, INC.**, a California corporation, as agent for the Lenders (in its capacity as agent, the "Agent").

RECITALS

A. Obligor, the financial institutions signatory thereto (such financial institutions, together with their respective successors and assigns, individually, a "Lender," and collectively, the "Lenders"), and the Agent have entered into that certain Loan and Security Agreement, of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which the Lenders, to the extent of their Commitments, have agreed to make certain financial accommodations to Obligor, and pursuant to which Obligor has granted to Agent, for the benefit of the Lenders, a security interest in (among other things) all of the general intangibles of Obligor.

B. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of the Lenders and the Agent under the Loan Agreement, Obligor has agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Obligor hereby agrees in favor of Agent, for the benefit of the Lenders, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Event of Default" shall have the meaning ascribed thereto in the Loan Agreement.

"Lien" means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

"Obligations" shall have the meaning ascribed thereto in the Loan Agreement.

"Obligor" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined at UCC Section 9306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Obligor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Obligor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Obligor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of California.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Obligor and supplemental rights and remedies in favor of Agent (whether under federal law or applicable California law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security Interest. To secure the Obligations, Obligor hereby grants, assigns, transfers and conveys to Agent, for the benefit of the Lenders, a continuing security interest in certain of Obligor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and 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, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Obligor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Obligor or in the name of Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Obligor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Certain Exclusions from Grant of Security Interest. Anything in this Agreement and the other Loan Documents to the contrary notwithstanding, the foregoing grant, assignment, transfer, and conveyance of a security interest shall not extend to, and the term "Trademark Collateral" shall not include, any item of Trademark Collateral described in Section 2(a) above that is now or hereafter held by Obligor as licensee or otherwise, solely in the event and to the extent that: (i) as the proximate result of the foregoing grant, assignment, transfer, or conveyance of a security interest, Obligor's rights in or with respect to such item of Trademark Collateral would be forfeited or would

become void, voidable, terminable, or revocable, or if Obligor would be deemed to have breached, violated, or defaulted the underlying license or other agreement that governs such item of Trademark Collateral pursuant to the restrictions in the underlying license or other agreement that governs such item of Trademark Collateral; (ii) any such restriction shall be effective and enforceable under applicable law, including Section 9318(4) of the Code; and (iii) any such forfeiture, voidness, voidability, terminability, revocability, breach, violation, or default cannot be remedied by Obligor using its best efforts (but without any obligation to make any material expenditures of money or to commence legal proceedings); provided, however, that the foregoing grant, assignment, transfer, and conveyance of security interest shall extend to, and the term "Trademark Collateral" shall include, (y) any and all Proceeds of such item of Trademark Collateral to the extent that the assignment or encumbering of such Proceeds is not so restricted, and (z) upon any such licensor or other applicable party's consent with respect to any such otherwise excluded item of Trademark Collateral being obtained, thereafter such item of Trademark Collateral as well as any Proceeds thereof that might theretofore have been excluded from such grant, assignment, transfer, and conveyance of a security interest and the term "Trademark Collateral."

(c) Continuing Security Interest. Obligor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(b) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(e) Licenses. Anything in the Loan Agreement or this Agreement to the contrary notwithstanding, Obligor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest (if any) of Secured Party therein) in the ordinary course of business consistent with past practice.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Obligor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Agent's security interest in the Trademark Collateral and to accomplish the purposes of this Agreement. If Obligor refuses to execute and deliver, or fails timely to execute and deliver, following written notice to Obligor and a reasonable opportunity to comply (comprising not less than 10 Business Days), any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of

Obligor, or in the name of Agent or otherwise, without further notice to or assent by Obligor, and Obligor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as Obligor's true and lawful attorney-in-fact with full power and authority following such notice and cure period, (i) to sign the name of Obligor on all or any of such documents or instruments and perform all other acts that Agent reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Agent's security interest in, the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Obligor, which Agent reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) during a Triggering Event, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties. Obligor represents and warrants to Agent, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth, as of the Closing Date, a true and correct list of all of the existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Obligor.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Obligor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Obligor has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Obligor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by Obligor not to sue third

persons, and (iii) with respect to any Trademarks for which Obligor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Obligor is not in material default of any of its obligations thereunder and, (i) other than the parties to such licenses or licensing agreements, or (ii) in the case of any non-exclusive license or license agreement entered into by Obligor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Obligor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Obligor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Obligor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of Obligor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Obligor has the unqualified right, power and authority to pledge and to grant to Agent a security interest in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Obligations remain unsatisfied, Obligor agrees that it will comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents, and Obligor will promptly give Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Obligor is a licensee.

6. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Obligor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Obligor shall give to Agent notice thereof prior to the use of such new Trademarks in connection with the sale of any Collateral or within a commercially reasonable period of time after the first such use. Obligor shall do all things reasonably deemed necessary or advisable by Agent to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral. If Obligor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver

by Agent in connection herewith, Obligor hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Obligor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Agent's Duties. Notwithstanding any provision contained in this Agreement, neither Agent nor any Lender shall have any duty to exercise any of the rights, privileges or powers afforded to them and shall not be responsible to Obligor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent hereunder or in connection herewith, neither Agent nor any Lender shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Obligor agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9504. Obligor agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Obligor in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by Obligor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent deems necessary or advisable, in the name of Obligor or Agent, to enforce or protect any of the Trademark Collateral, in which event Obligor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent in aid of such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, Obligor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Obligor and Agent and their respective successors and assigns.

10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and the laws of the State of California.

12. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, Agent may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

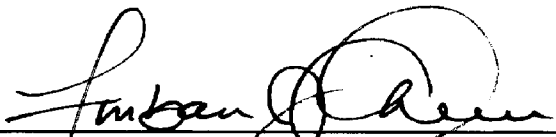
15. Loan Agreement. Obligor acknowledges that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

16. No Inconsistent Requirements. Obligor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Obligor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. To the extent of any conflict between the provisions of this Agreement and the Loan Agreement, however, the provisions of the Loan Agreement shall govern.


17. Termination. Upon the payment in full of the Obligations, including the cash collateralization, expiration, or cancellation of all Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Obligor, at Obligor's expense, as shall be necessary to evidence termination of the security interest granted by Obligor to Agent hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

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

HYUNDAI MOTOR AMERICA,
a California corporation

By: 
Name: Finbarr J. O'Neill
Title: Acting Chief Operating Officer

BANKAMERICA BUSINESS CREDIT, INC., a
California corporation, as the Agent

By: 
Name: RICHARD BURKE
Title: VICE PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

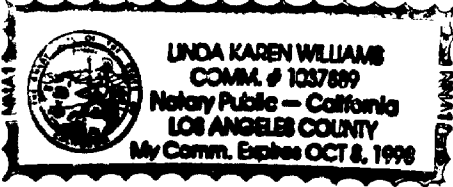
State of California
County of Los Angeles

On AUGUST 3, 1998, before me, Linda Karen Williams, Notary Public
DATE Name and Title of the Officer - e.g., "JANE DOE, NOTARY PUBLIC"

personally appeared RICHARD GLEN BURKE
Name(s) of Signer(s)

personally known to me - OR proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Linda Karen Williams

SIGNATURE OF NOTARY

— OPTIONAL SECTION — CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

INDIVIDUAL
 CORPORATE OFFICER(S)

TITLE(S)

PARTNER(S) LIMITED
 GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document _____

Number of Pages _____ Date of Document _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

Signer(s) Other Than Named Above _____

SCHEDULE A

TRADEMARK	APPLICANT	APPLICATION DATE	APPLICATION NO.	PUBLICATION DATE	REGISTRATION DATE	REGISTRATION NO.	STATUS
EXCEL (based on accessories sale)	HMA	07/18/85	548724	02/03/87	04/28/87	1437936	Combined Declaration Under Sections 8 & 15 accepted for floor mats (renewed) Renewal Date: 4/28/2007
FLAIR	HMA	10/26/88	759850	05/02/89	07/25/89	1549064	Combined Declaration Under Sections 8 & 15 accepted 1/29/96. Renewal date: 7/25/2009
H LOGO	HMA	11/21/88	765125	09/12/89	12/05/89	1569538	Combined Declaration Under Sections 8 & 15 accepted 1/29/96. Renewal: 12/5/99
HMC	HMC	05/29/86	601319	08/25/87	01/24/89	1521702	Combined Declaration Under Sections 8 & 15 accepted on 10/6/95. Renewal Date: 1/24/99
HYUNDAI	HMC	03/20/78	100024	--	10/24/78	1104727	Section 8 Declaration accepted 2/3/86 (renewed). Renewal Date: 10/24/98
HYUNDAI PONY	HMC	03/20/78	106232	--	01/23/79	1111714	Section 8 Declaration accepted 02/03/86 (renewed). Renewal Date: 1/23/99
HYUNDAI SERVICE TRAINING LOGO (Wrench symbol)	HMA (assigned to HMC)	07/01/87	669779	12/12/89	03/06/90	1585561	Combined Declaration under Sections 8 & 15 filed on 12/13/95. Renewal Date: 3/6/2000
Hyundai SHUTTLE	HMA (assigned to HMC)	12/04/87	699051	08/29/89	11/21/89	1567009	Combined Declaration Under Sections 8 & 15 accepted 3/15/96. Renewal Date: 11/21/99
NOBEL	HMA	03/08/93	365789	09/28/93	06/06/95	1898075	File Use Affidavit: 6/2000 - 6/2001 Renewal Date: 6/6/2005
POWER OF THE PURSE HYUNDAI & DESIGN	HMA	08/29/95	74722282	09/10/96	07/22/97	2,082,169	Statement of Use due: 7/22/2003 Renewal Date: 7/22/2007

TRADEMARK	APPLICANT	APPLICATION DATE	APPLICATION NO.	PUBLICATION DATE	REGISTRATION DATE	REGISTRATION NO.	STATUS
PRESTO	HMC	01/14/85	517527	08/12/86	12/02/86	1419098	Combined Declaration Under Sections 8 & 15 accepted (renewed). Renewal Date: 12/2/2006
REMOTE RESCUE	HMA	10/03/94	582150	10/17/95	3/4/97	2,042,264	Affidavit of Use to be filed prior to 3/4/2003. Renewal date: 3/4/2007
Scoupe	HMA	10/26/88	759991	10/03/89	12/26/89	1573208	Combined Declaration Under Sections 8 & 15 accepted 3/13/96. Renewal Date: 12/26/99
Scoupe	HMA	10/26/88	760029	10/03/89	12/26/89	1573209	Combined Declaration Under Sections 8 & 15 accepted 3/13/96. Renewal Date: 12/26/99
SERVICE THAT MAKES SENSE	HMA	02/16/88	711530	07/05/88	09/27/88	1506396	Combined Declaration Under Sections 8 & 15 accepted 5/3/95. Renewal Date: 9/27/2008
SONATA	HMC	09/21/87	685224	05/03/88	10/18/88	1509175	Combined Declaration Under Sections 8 & 15 accepted 12/26/95. Renewal Date: 10/18/2008
SPRITE	HMA	10/26/88	759854	10/10/89	01/02/90	1574730	Combined Declaration under Sections 8 & 15 accepted. Renewal Date: 1/2/2000
STAREX	HMC	08/13/93	424572	03/21/95	06/13/95	1898828	File Statement of Use: 6/2001 Renewal Date: 6/13/2005
STELLAR PRIMA (stylized)	HMC	12/05/85	571728	07/21/87	10/13/87	1460784	Combined Declaration Under Sections 8 & 15 accepted. Renewal Date: 10/13/2005
TIBURON	HMA	12/19/95	75/034605				Original application withdrawn; refiled on 5/7/98. Application pending.
TIBURON and Shark Design	HMA	5/7/98	-----				
VALUE CARE	HMA	02/01/93	354279	06/29/93	09/21/93	1793883	File Use Affidavit: 9/98 - 9/99 Renewal Date: 9/21/2003

TRADEMARK	APPLICANT	APPLICATION DATE	APPLICATION NO.	PUBLICATION DATE	REGISTRATION DATE	REGISTRATION NO.	STATUS
VALUE CARE OWNERSHIP	HMA	04/22/93	354896	06/29/93	09/21/93	1793884	File Use Affidavit: 09/98 - 09/99 Renewal Date: 9/21/2003

TRADEMARK
REEL: 1816 FRAME: 0367

LEGAL DEPARTMENT

RECORDED: 08/14/1998

035 P34/35 JUN 23 '98 16:16

June 19, 1998