

MPO  
8-5-02

08-09-2002

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



102183841

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
BankAmerica Business Credit, Inc., as Agent

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - State of California  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: Hyundai Motor America

Internal Address: \_\_\_\_\_  
Street Address: 10550 Talbert Avenue

City: Fountain Valley                      State: CA                      ZIP: 92708

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 Other \_\_\_\_\_

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Release of Security Agreement

Execution Date: April 30, 2002

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes                       No  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
75/228,492 75/034,605

B. Trademark registration No.(s)

1,574,731	1,495,038	1,507,038	1,898,073
1,432,855	1,495,037	1,955,284	1,439,089
1,437,936	1,549,064	1,569,538	1,521,702
1,104,727	1,111,714	1,585,561	1,567,009

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Andre M. Szuwalski  
Jenkins & Gilchrist, P.C.  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
Street Address: 1445 Ross Avenue, Ste. 3200  
City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: Thirty-two (32)

7. Total fee (37 CFR 3.41): \$ 815.00

Enclosed  
 Authorized to be charged to deposit account.

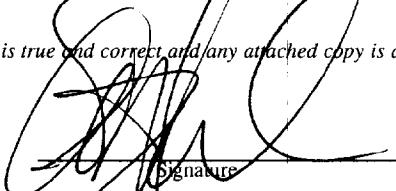
(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:  
10-0447  
(Attach duplicate copy of this page if paying by deposit account)

08/08/2002 AHMED1 00000083 75228492  
01 FC:481 40.00 OP  
02 FG:482 775.00 OP

DO NOT USE THIS SPACE

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.*

Andre M. Szuwalski                                            7/29/02  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: -2- Total Pages -6-

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
.BankAmerica Business Credit, Inc., as Agent

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - State of California  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: Hyundai Motor America.  
 Internal Address: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: CA ZIP: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes                       No  
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 \_\_\_\_\_

B. Trademark registration No.(s)

1,898,075	2,082,169	1,419,098	2,042,264
1,573,208	1,573,209	1,506,396	1,509,175
1,574,730	1,898,828	1,460,784	1,793,883
1,793,884	2,227,500		

Additional numbers attached?  Yes  No

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Jenkins & Gilchrist, P.C.  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 1445 Ross Avenue, Ste. 3200  
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8. Deposit Account number:  
10-0447  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*

Andre M. Szuwalski                      \_\_\_\_\_                      \_\_\_\_\_  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: -2- Total Pages -6-

**TERMINATION AGREEMENT AND MUTUAL GENERAL RELEASE**

This TERMINATION AGREEMENT AND MUTUAL GENERAL RELEASE (this "Agreement") is made and executed as of April 30, 2002, by and between Bank of America, N.A. (as successor-in-interest to BankAmerica Business Credit, Inc.) ("Agent"), The CIT Group/Business Credit, Inc. ("CIT"), and Hyundai Motor America, a California corporation (the "Borrower") (Agent, CIT and the Borrower are collectively referred to herein as the "Parties").

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Parties agree to terminate the Loan and Security Agreement between them dated August 3, 1998 (as amended, restated, modified or supplemented, the "Loan Agreement") and all Loan Documents executed in connection therewith effective on the date hereof, and the Parties hereby mutually release and forever discharge one another, and their respective successors, representatives, assigns, officers, directors, agents, employees and attorneys, and each of them, of and from any and all claims, demands, debts, liabilities, actions and causes of action, of every kind and character based upon or arising out of the Loan Agreement or Loan Documents (except as hereinafter specifically set forth).

The Parties hereby specifically waive as against one another any rights they, or any of them, may have under Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor".

The Parties hereby warrant and represent that they have not assigned or in any way conveyed, transferred or encumbered all or any portion of the claims or rights covered by this release. The Parties, and each of them, execute this release voluntarily, after consultation with counsel, and with full knowledge of its significance.

The Parties have entered into that certain "Assignment of Deposit Accounts" dated of even date herewith (the "Assignment") and nothing in this Agreement is intended in any way to affect the rights and remedies of the Parties as set forth in the Assignment.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

AGENT:

BANK OF AMERICA, N.A.

By: [Signature]  
Name: Stephen King  
Title: Vice President

BORROWER:

HYUNDAI MOTOR AMERICA

HYUNDAI MOTOR AMERICA

By: [Signature]  
Name: Kenneth Kim  
Title: Treasurer

By: [Signature]  
Name: Ron Haughey  
Title: Director, Finance Operations

CIT:

THE CIT GROUP/BUSINESS CREDIT, INC.

By: [Signature]  
Name: MICHAEL GARDNER  
Title: VICE PRESIDENT

SCHEDULE A  
to the Trademark Security Agreement

TRADEMARK	APPLICANT	APPLICATION DATE	APPLICATION NO.	PUBLICATION DATE	REGISTRATION DATE	REGISTRATION NO.	STATUS
ACCENT	HMA	10/26/88	760022	10/10/89	01/02/90	1574731	Combined Declaration under Sections 8 & 15 accepted. Renewal: 1/2/2000
AIR BAG LOGO	HMA	08/01/87	75/334,442				Application pending.
ALLEGRO	HMA	12/04/87	699052	04/12/88	07/05/88	1495038	Combined Declaration Under Sections 8 & 15 accepted 5/31/95. Renewal: 7/5/98
ASCENTE	HMA	03/28/87	719327	07/12/88	10/04/88	1507036	Combined Declaration Under Sections 8 & 15 filed and accepted 4/13/95. Renewal date: 10/4/2008
AVIVA	HMA	02/09/83	357141	08/17/93	06/06/95	1898073	Statement of Use filed and accepted 5/12/95. File Affidavit of Use: 6/2000 to 6/2001. Renewal: 6/8/2005
CARS THAT MAKE SENSE	HMA	07/07/86	607955	12/23/86	03/17/87	1432855	Section 8 & 15 Declarations accepted 6/14/93. Renewal date: 3/17/2007
DRIVING IS BELIEVING	HMA	1-21-97	75/228492				Application pending.
ELANTRA	HMA	12/04/87	699049	04/12/88	07/05/88	1495037	Combined Declaration Under Sections 8 & 15 accepted 6/20/95. Renewal Date: 7/5/98
EPOCH	HMA	08/18/93	425521	08/30/94	02/08/96	1,955,284	Combined Declaration Under Sections 8 & 15 accepted on 12/28/95. Renewal Date: 2/6/2006
EXCEL (based on car sale)	HMA	03/10/86	587117	02/17/87	05/12/87	1439089	Combined Declaration Under Sections 8 & 15 accepted 6/21/93 (renewed). Renewal Date: 5/12/2007

June 19, 1998

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TRADEMARK	APPLICANT	APPLICATION DATE	APPLICATION NO.	PUBLICATION DATE	REGISTRATION DATE	REGISTRATION NO.	STATUS
EXCEL (based on accessories sale)	HMA	07/18/86	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	03/08/90	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 3/16/96. 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: 8/8/2005
POWER OF THE PURSE HYUNDAI & DESIGN	HMA	08/29/95	7472282	09/10/96	07/22/97	2,082,169	Statement of Use due: 7/22/2003 Renewal Date: 7/22/2007

June 19, 1998

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; refiled on 6/7/98. Application pending.
TIBURON and Shark Design		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

June 19, 1998

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TRADEMARK

REEL: 002558 FRAME: 0947

June 19, 1998

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

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