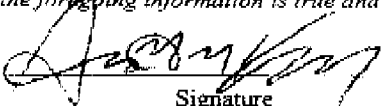


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings: $\Rightarrow \Rightarrow \Rightarrow$		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): AM General LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation- Delaware <input type="checkbox"/> Other - Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: Ableco Finance LLC Internal Address: _____ Street Address: 299 Park Avenue City: New York State: NY Zip: 10171 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: November 10, 2003		4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/282,457; 75/545,582 B. Trademark Registration No.(s) Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Scott M. Kareff, Esq. Internal Address: Schulte Roth & Zabel LLP _____ _____ Street Address: 919 Third Avenue _____ _____ City: New York State: N.Y. Zip: 10022		6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41).....\$ 65.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 500675 - Schulte Roth & Zabel LLP (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> Scott M. Kareff, Esq. Name of Person Signing		 Signature November 19 , 2003 Date Total number of pages including cover sheet, attachments, and document: 4			

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20531

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, AM GENERAL LLC, as successor in interest to AM General Corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a First Amendment, dated as of November 10, 2003 (the "Amendment") to that certain Security Agreement, dated as of April 26, 2002 (as may be further amended from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as agent for Lenders (as defined in the Amendment) (the "Assignee");

WHEREAS, pursuant to the Security Agreement and the Amendment, Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement and the Amendment, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 10, 2003.

AM GENERAL LLC

By: 

Name: Paul J. Caffero

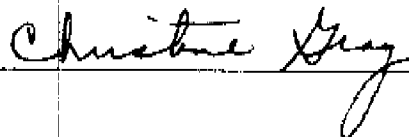
Title: Sr. Vice President &
Chief Financial Officer

STATE OF Indiana

SS.:

COUNTY OF St. Joseph

On this 10 day of November, 2003, before me personally came Paul J. Caffero, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Sr. VP & CFO of AM General LLC, a Delaware LLC, and that s/he executed the foregoing instrument in the firm name of AM General LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



CHRISTINE GRAY
NOTARY PUBLIC STATE OF INDIANA
ST. JOSEPH COUNTY
MY COMMISSION EXP. JAN. 31, 2009

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

<u>Country</u>	<u>Trademark Name:</u>	<u>Application No:</u>	<u>Filing Date:</u>	<u>Status</u>
US	OPTIMIZER 6500	78/282,457	11-Aug-03	Pending
US	TT4/ABS	75/545,582	31-Aug-98	Pending