Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

☐ Individual(s) ☐ Association
☒ Corporation-**Delaware**
☐ Other -

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ 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**
☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership
☒ Corporation-State **Delaware**
☐ Other _____

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

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ 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 ☐ Yes ☒ 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**
☐ Enclosed
☒ 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.
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.

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. 20231

CH $65.00 500675 78282457

9408072.1

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. Cafiero
Title: Sr. Vice President & Chief Financial Officer

STATE OF Indiana
COUNTY OF St. Joseph ss.:

On this 10 day of November, 2003, before me personally came Paul J. Cafiero, 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

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

9536326.1

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

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

9536326.1