

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AM General LLC		08/10/2004	Limited Liability Company: UNITED STATES
General Engine Products LLC		08/10/2004	Limited Liability Company: UNITED STATES
Chippewa LLC		08/10/2004	Limited Liability Company: UNITED STATES
AM General Sales Corporation		08/10/2004	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc.
Street Address:	390 Greenwich Street
Internal Address:	1st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2748387	AM GENERAL
Serial Number:	76348471	AM GENERAL
Serial Number:	78329296	HMMWV
Serial Number:	78335791	HMMWV
Serial Number:	74201142	HUMVEE
Serial Number:	75638895	HUMVEE
Serial Number:	75405167	HUMVEE
Serial Number:	76348472	HUMVEE
Serial Number:	78282457	OPTIMIZER 6500
Serial Number:	75545582	TT4/ABS

TRADEMARK

900011839

REEL: 002919 FRAME: 0011

CH \$290.00 2748387

Serial Number:

75545583

TORQTRAC 4

CORRESPONDENCE DATA

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Keum A. Yoon

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

48/535

NAME OF SUBMITTER:

James H. Lik

Total Attachments: 12

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated August 10, 2004, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of CITICORP USA, INC. ("**CUSA**"), as Second Lien Collateral Agent (in such capacity, the "**Collateral Agent**") for the Second Lien Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, AM General LLC, a Delaware limited liability company, has entered into a Credit Agreement dated as of August 10, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with AM General Holdings LLC, a Delaware limited liability company, the Subsidiary Guarantors party thereto, CUSA, as Administrative Agent, CUSA, as Second Lien Collateral Agent, CUSA, as Second Lien Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement dated as of August 10, 2004 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Second Lien Secured Parties (hereinafter referred to as the "**Security Parties**"), a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, in order to secure the First Lien Obligations under the Credit Agreement, the Grantors are concurrently granting to the First Lien Collateral Agent, for the benefit of the First Lien Secured Parties, a first priority lien and security interest in the Collateral, it being understood that the relative rights and priorities of the grantees in respect of the Collateral Agent are governed by the Intercreditor Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

(a) Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**");

(i) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this IP Security Agreement, and the exercise of any right or remedy by such Collateral Agent hereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of August 10, 2004 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among Citicorp USA, Inc., as Existing First Lien Collateral Agent (as defined therein), Citicorp USA, Inc., as Existing Second Lien Collateral Agent (as defined therein), and AM General LLC, a Delaware limited liability company, and such other parties as may be added thereto from time to time in accordance with Section 9.07 thereof. In the event of any conflict between the terms of the Intercreditor Agreement and this IP Security Agreement, the terms of the Intercreditor Agreement shall govern.

(b) Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

(c) Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

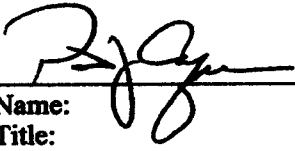
(d) Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(e) Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

(f) Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

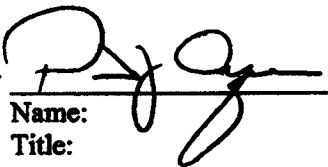
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AM GENERAL LLC

By 
Name:
Title:

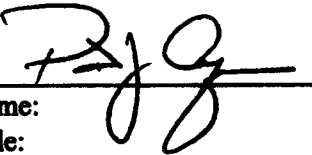
Address for Notices:

GENERAL ENGINE PRODUCTS LLC

By 
Name:
Title:

Address for Notices:

AM GENERAL SALES CORPORATION

By 
Name:
Title:

Address for Notices:

CHIPPEWA LLC

By 
Name:
Title:

Schedule A**PATENTS**

Country	Title	Application No.	Filing Date	Patent No.	Issue Date	Status
CA	Automated Vehicle Tire Pressurization System	494764	7-Nov-85	1245959	6-Dec-88	Granted
AT	Vehicle Wheel End Assembly	86305274.2	8-Jul-86	E73059	4-Mar-92	Granted
CA	Vehicle Wheel End Assembly	513188	7-Jul-86	1266423	6-Mar-90	Granted
EP	Vehicle Wheel End Assembly	0208540	8-Jul-86	0208540	4-Mar-92	Granted
FR	Vehicle Wheel End Assembly	86305274.2	8-Jul-86	0208540	4-Mar-92	Granted
DE	Vehicle Wheel End Assembly	86305274.2	8-Jul-86	P3684048.3	4-Mar-92	Granted
IT	Vehicle Wheel End Assembly	86305274.2	8-Jul-86	0208540	4-Mar-92	Granted
JP	Vehicle Wheel End Assembly	61-160673	8-Jul-86	2010952	2-Feb-96	Granted
JP	Vehicle Wheel End Assembly	02-207957	6-Aug-90	2740341	23-Jan-98	Granted
SE	Vehicle Wheel End Assembly	86305274.2	8-Jul-86	0208540	4-Mar-92	Granted
GB	Vehicle Wheel End Assembly	86305274.2	8-Jul-86	0208540	4-Mar-92	Granted
US	Vehicle Wheel End Assembly	752576	8-Jul-85	4730656	15-Mar-88	Granted
US	Vehicle Wheel End Assembly	750436	20-Aug-91	5236028	17-Aug-93	Granted
US	Vehicle Wheel End Assembly	088229	6-Jul-93	5354391	11-Oct-94	Granted
US	Vehicle Wheel End Assembly	316625	30-Sep-94	5535516	16-Jul-96	Granted
US	Vehicle Wheel End Assembly	712420	18-Mar-85	4733707	29-Mar-88	Granted

Schedule B**TRADEMARKS****I. Trademarks**

Country	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Status
US	AM GENERAL	76/348,470	13-Dec-01	2,748,387	5-Aug-03	Registered
US	AM GENERAL	76/348,471	13-Dec-01	2,744,276	29-Jul-03	Registered
US	HMMWV	78/329,296	18-Nov-03			Pending
US	HMMWV	78/335,791	3-Dec-03			Pending
AR	HUMVEE	1831311	27-Jan-92	1478793	29-Oct-93	Registered
AR	HUMVEE	2203255	23-Feb-99	1788967	14-Apr-00	Registered
AR	HUMVEE	2261025	6-Jan-00	1831286	28-May-01	Registered
AU	HUMVEE	784959	8-Feb-99	784959	19-Nov-99	Registered
AU	HUMVEE	571224	23-Jan-92	A571224	29-Mar-95	Registered
AU	HUMVEE	764815	15-Jun-98	764815	16-Nov-98	Registered
AU	HUMVEE	828600	21-Mar-00	828600	18-Aug-00	Registered
AU	HUMVEE	841959	10-Jul-00	841959	15-Dec-00	Registered
BH	HUMVEE	15859	6-Jan-93	15859	2-Feb-94	Registered
BR	HUMVEE	821421387	18-Feb-99	821421387	6-Aug-02	Registered
BR	HUMVEE	816630895	20-Feb-92	816630895	9-Nov-93	Registered
BR	HUMVEE	822469120	23-Feb-00			Published
CA	HUMVEE	1004404	5-Feb-99	TMA542411	15-Mar-01	Registered
CA	HUMVEE	697449	23-Jan-92	TMA430937	29-Jul-94	Registered
CA	HUMVEE	881228	15-Jun-98	TMA526584	13-Apr-00	Registered
CH	HUMVEE	1200/99	10-Feb-99	463515	30-Aug-99	Registered
CH	HUMVEE	00115/2000	6-Jan-00	473866	27-Jul-00	Registered
CL	HUMVEE	448537	11-May-99	552751	11-Nov-99	Registered
CL	HUMVEE	471783	3-Jan-00	570464	21-Jun-00	Registered
CN	HUMVEE	9900018720	23-Feb-99	1396077	14-May-00	Registered
CN	HUMVEE	92011113	20-Mar-92	630617	20-Feb-93	Registered

Country	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Status
CN	HUMVEE	2000061894	9-May-00	1601939	14-Jul-01	Registered
CN	HUMVEE	2000102468	12-Jul-00	1629105	7-Sep-01	Registered
CO	HUMVEE	99-080754	27-Dec-99	229885	29-Sep-00	Registered
DE	HUMVEE	51799/12	1-Feb-92	2049474	12-Nov-93	Registered
ES	HUMVEE	1686807	26-Feb-92	1686807	6-Mar-95	Registered
EU	HUMVEE	1067107	5-Feb-99	1067107	25-May-00	Registered
EU	HUMVEE	1749233	10-Jul-00	1749233	13-Sep-01	Registered
EU	HUMVEE	850362	15-Jun-98	850362	23-Sep-99	Registered
FR	HUMVEE	92/406364	19-Feb-92	92406364	19-Feb-92	Registered
GB	HUMVEE	1489059	27-Jan-92	1489059	12-Mar-93	Registered
HK	HUMVEE	200000570	11-Jan-00	30/2001	3-Jan-01	Registered
IL	HUMVEE	82212	28-Jan-92	T/82212	28-Jan-92	Registered
IN	HUMVEE	566509	30-Jan-92	566509	15-Feb-00	Registered
IT	HUMVEE	RM92C/000478	7-Feb-92	637187	19-Dec-94	Registered
JO	HUMVEE	300774	15-Feb-93	31598	15-Feb-93	Registered
JP	HUMVEE	10-050621	15-Jun-98	4625698	29-Nov-02	Registered
JP	HUMVEE	04-008142	30-Jan-92	2624411	28-Feb-94	Registered
JP	HUMVEE	28248/2000	22-Mar-00	4444220	5-Jan-01	Registered
KR	HUMVEE	92-1744	24-Jan-92	262811	14-May-93	Registered
KW	HUMVEE	26820	25-Apr-93	24529	25-Sep-95	Registered
MX	HUMVEE	367082	11-Mar-99	638512	11-Mar-99	Registered
MX	HUMVEE	134270	5-Mar-92	431060	16-Feb-93	Registered
MX	HUMVEE	408415	28-Jan-00	667747	28-Jan-00	Registered
MX	HUMVEE	419047	3-Apr-00	665770	3-Apr-00	Registered
MX	HUMVEE	435857	12-Jul-00	677072	12-Jul-00	Registered
MX	HUMVEE	435858	12-Jul-00	677073	12-Jul-00	Registered
MY	HUMVEE	99/13523	29-Dec-99	99013523	23-Dec-02	Registered
NL	HUMVEE	D-3783	2-Oct-01	8410	8-Jun-92	Registered
NO	HUMVEE	199901412	11-Feb-99	198.418	15-Jul-99	Registered

Country	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Status
NO	HUMVEE	199913486	30-Dec-99	203.692	13-Jul-00	Registered
NZ	HUMVEE	305004	11-Feb-99	305004	12-Nov-99	Registered
NZ	HUMVEE	606167	5-Jan-00	606167	6-Jul-00	Registered
NZ	HUMVEE	618541	12-Jan-00	618541	18-Jan-01	Registered
NZ	HUMVEE	618542	12-Jan-00	618542	18-Jan-01	Registered
OM	HUMVEE	8310	28-Mar-93	8310	10-Apr-01	Registered
PA	HUMVEE	99529	19-Mar-99	099529	19-Mar-99	Registered
PH	HUMVEE	420030001566	19-Feb-03			Pending
PO	HUMVEE	33313	11-Aug-93	33313	7-Feb-94	Registered
PY	HUMVEE	3996-2000	24-Feb-00	233274	20-Mar-01	Registered
QA	HUMVEE	12014	15-Jun-94	12014	14-May-01	Registered
SA	HUMVEE	290/82	23-Aug-93	290/82	23-Aug-93	Registered
SE	HUMVEE	92-00959	31-Jan-92	240308	18-Sep-92	Registered
SG	HUMVEE	T99/01194B	11-Feb-99	TM99/01194B	11-Feb-09	Registered
SG	HUMVEE	T99/15625H	30-Dec-99	T99/15625H	30-Dec-99	Registered
TW	HUMVEE	88014417	1-Apr-99	899430	1-Aug-00	Registered
TW	HUMVEE	87028795	15-Jun-98	854307	1-Jun-99	Registered
TW	HUMVEE	81057724	20-Nov-92	614456	1-Oct-93	Registered
TW	HUMVEE	89014835	21-Mar-00	941521	16-May-01	Registered
TW	HUMVEE	89039991	12-Jul-00	931987	16-Feb-01	Registered
US	HUMVEE	74/201,142	6-Sep-91	1,697,530	30-Jun-92	Registered
US	HUMVEE	75/638,895	10-Feb-99	2,683,993	4-Feb-03	Registered
US	HUMVEE	75/405,167	15-Dec-97	2,305,256	4-Jan-00	Registered
US	HUMVEE	76/348,472	13-Dec-01			Pending
VE	HUMVEE	5415-1999	31-Mar-99	P226644	2-Nov-99	Registered
VE	HUMVEE	22010-1999	23-Dec-99	P225059	28-Sep-00	Registered
ZA	HUMVEE	92/0709	30-Jan-92	92/0709	30-Jan-92	Registered
SG	HUMVEE (Chinese Characters)	T02/08531H	11-Jun-02	T02/08531H	11-Jun-02	Registered

Country	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Status
SG	HUMVEE (Chinese Characters)	T00/18806C	27-Oct-00	T00/18806C	27-Oct-00	Registered
TW	HUMVEE (Chinese Characters)	89024914	5-May-00	941956	16-May-01	Registered
TW	HUMVEE (Chinese Characters)	89024913	5-May-00	946445	16-Jun-01	Registered
AE	OPTIMIZER 6500	59514	22-Mar-04			Pending
AU	OPTIMIZER 6500	987545	04-Feb-04			Pending
BH	OPTIMIZER 6500	40699	11-Feb-04			Pending
CA	OPTIMIZER 6500	1205681	04-Feb-04			Pending
CN	OPTIMIZER 6500	3907572	10-Feb-04			Pending
EG	OPTIMIZER 6500	164569	07-Feb-04			Pending
EU	OPTIMIZER 6500	3657161	09-Feb-04			Pending
GZ	OPTIMIZER 6500	9247	07-Feb-04			Pending
IL	OPTIMIZER 6500	170281	12-Feb-04			Pending
MX	OPTIMIZER 6500	641188	10-Feb-04			Pending
OM	OPTIMIZER 6500	32544	14-Feb-04			Pending
QT	OPTIMIZER 6500	31650	15-Feb-04			Pending
RU	OPTIMIZER 6500	2004702207	06-Feb-04			Pending
SA	OPTIMIZER 6500	88362	20-Mar-04			Pending
US	OPTIMIZER 6500	78/282,457	11-Aug-03			Pending
ZA	OPTIMIZER 6500	2004/01602	06-Feb-04			Pending
AU	TORQTRAC 4	286523	24-Feb-99	786523	31-Aug-98	Registered
BR	TORQTRAC 4	821442376	25-Feb-99	821442376	3-Sep-02	Registered
CA	TORQTRAC 4	1006435	24-Feb-99	554798	3-Dec-01	Registered
EG	TORQTRAC 4	121663	25-Feb-99			Published
EU	TORQTRAC 4	1087212	24-Feb-99	1087212	31-Jan-03	Registered
JP	TORQTRAC 4	17334/1999	26-Feb-99	4414072	1-Sep-00	Registered
KR	TORQTRAC 4	1999-0005817	26-Feb-99	464645	9-Feb-00	Registered

Country	Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	Status
AF	OPTIMIZER 6500			15727	16-Feb-04	Registered
MX	TORQTRAC 4	365491	1-Mar-99	619455	1-Mar-99	Registered
SA	TORQTRAC 4	48161	24-Feb-99	497/42	2-Oct-99	Registered
US	TORQTRAC 4	75/545,583	31-Aug-98	2,435,660	13-Mar-01	Registered
AU	TT4/ABS	786522	24-Feb-99	786522	24-Feb-99	Registered
BR	TT4/ABS	8214442384	25-Feb-99			Pending
CA	TT4/ABS	1006436	24-Feb-99	563,678	19-Jun-02	Registered
EG	TT4/ABS	124712	20-Jun-99			Published
EU	TT4/ABS	1087279	24-Feb-99	1087279	20-Aug-01	Registered
KR	TT4/ABS	1999-0005818	26-Feb-99	464646	9-Feb-00	Registered
MX	TT4/ABS	365490	1-Mar-99	619454	16-May-99	Registered
SA	TT4/ABS	48160	24-Feb-99	497/43	2-Oct-99	Registered
US	TT4/ABS	75/545,582	31-Aug-98	2,796,430	23-Dec-03	Registered

II. Service Marks

None.

Schedule C**COPYRIGHTS**

1. Registration Number:	PA-606-239
Title:	Hummer.
Description:	Videocassette ; 1/2 in.
Claimant:	AM General
Created:	1992
Published:	8Oct92
Registered:	16Nov92
Title on © Application:	Hummer launch : national TV commercials.
Author on © Application:	Competitive Edge, employer for hire.
Miscellaneous:	C.O. corres.
Special Codes:	4/X/L

2. Registration Number:	TX-3-471-507
Title:	You should have seen the stork ; This baby can crawl ; Buy
In:	Wall Street Journal, Oct. 9, 1992, p. A3, etc.
Claimant:	AM General
Created:	1992
Published:	9Oct92
Registered:	12Nov92
Title on © Application:	Hummer launch: national newspaper ads.
Special Codes:	1/B/L

3. Registration Number:	TX-3-471-801
Title:	Take a peak.
Description:	2 p.
Note:	Advertisement.
Claimant:	AM General
Created:	1992
Published:	3Oct92
Registered:	12Nov92
Author on © Application:	entire text & photo: a Competitive edge, employer for hire.
Miscellaneous:	C.O. corres.
Special Codes:	1/B/D

4. Registration Number:	VA-914-658
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Title:	Hummer emblem.
Description:	Art reproduction.
Author & Claimant:	AM General Corporation
Created:	1992
Published:	8May92
Registered:	17Sep98
Special Codes:	5/S