

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
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):

**Ableco Finance LLC, as Agent
450 Park Avenue
New York, New York 10022**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other – **Delaware Limited Liability Company**
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

**AM General Corporation
105 North Niles Avenue P.O. Box 7025
South Bend, Indiana 46634**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation – **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: **Release of Security Interest in Trademarks**

Execution Date: **August 9, 2004**

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

A. Trademark Application No(s).

**76348470 76348471 76265216
76300171**

B. Trademark Registration No(s).

2435660 2457836

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

**Seth V. Shelden, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/registrations involved: **6**

7. Total fee (37 CFR 3.41) **\$165**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 347650/280)

Authorized User: Michael McGuire

8. Deposit Account No. **19-2385**

DO NOT USE THIS SPACE

9. Signature.

Seth Shelden

Name



Signature

August 19, 2004

Date

Total number of pages including cover sheet, attachments, and document: 7

CH \$165.00 192385 76348470

RELEASE OF SECURITY INTEREST
(Trademarks)

This **RELEASE OF SECURITY INTEREST (Trademarks)** (the "Release") is made and effective as of the **7th** day August, 2004 and is granted by **ABLECO FINANCE LLC**, a Delaware limited liability company corporation, as agent (the "**Releasor**"), in favor of **AM GENERAL CORPORATION**, a Delaware corporation (the "**Releasee**").

WHEREAS, pursuant to that certain Security Agreement, dated as of April 26, 2002 (the "**Security Agreement**") by and among Releasee; Releasor; and the lenders described therein, lenders agreed to make loans and other financial accommodations to Releasee;

WHEREAS, pursuant to the Security Agreement, Releasee executed that certain Assignment for Security Trademarks dated as of April 26, 2002 (the "**Trademark Security Agreement**") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Security Agreement) (collectively, the "**Trademark Collateral**"):

- (a) all trademarks, trademark registrations and trade names and all trademark applications that have been filed based upon use or based upon intent to use, provided that a statement of use or amendment to allege use has been filed as of the date of any Event of Default, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and (i) all renewals thereof; (ii) all income, royalties, damages and payments then or thereafter due or payable with respect thereto, including without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill; (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill; and (iv) all rights corresponding thereto throughout the world;
- (b) the goodwill of the Releasee's business connected with and symbolized by each trademark comprised in the Trademark Collateral; and
- (c) all proceeds and products of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Security Agreement and/or the Trademark Security Agreement (the "**Security Interest**"); and

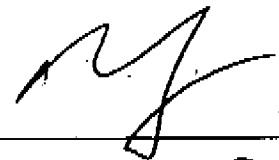
WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement and/or the Trademark Security Agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the date first written above.

ABLECO FINANCE LLC, as agent

By:  _____

Name: Daniel Wolf

Title: SVP

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York

ss.:

COUNTY OF New York

On this 9th day of August 2004, before me, the undersigned, personally appeared Donni Wolf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
[NOTARY SEAL]

REGINA E. CIANCI
Notary Public, State of New York
No. 60-4676879
Qualified in Westchester County
Commission Expires Nov. 30, 2006

SCHEDULE A

<u>MARK</u>	<u>COUNTRY</u>	<u>NUMBER</u>
AM GENERAL	U.S.	76/348470
AM GENERAL	U.S.	76/348471
AM GENERAL AND DESIGN	CANADA	1123430
AM GENERAL AND DESIGN	EUROPEAN COMMUNITY	2440469
AM GENERAL AND DESIGN	MEXICO	517293
AM GENERAL AND DESIGN	MEXICO	517294
AM GENERAL AND DESIGN	MEXICO	517295
AM GENERAL AND DESIGN	MEXICO	517296
AM GENERAL AND DESIGN	U.S.	76/265216
AM GENERAL AND DESIGN	U.S.	76/300171
HOMMA	CHINA	667459
TORQTRAC4	AUSTRALIA	786523
TORQTRAC4	BRAZIL	821442376
TORQTRAC4	CANADA	1006435
TORQTRAC4	EGYPT	124713
TORQTRAC4	EUROPEAN COMMUNITY	1087212
TORQTRAC4	JAPAN	4414072

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TORQTRAC4	REPUBLIC OF KOREA	464645
TORQTRAC4	MEXICO	619455
TORQTRAC4	SAUDI ARABIA	497/42
TORQTRAC4	U.S.	2435660
TT4/ABS	AUSTRALIA	786522
TT4/ABS	BRAZIL	821442384
TT4/ABS	CANADA	1006436
TT4/ABS	EGYPT	124712
TT4/ABS	EUROPEAN COMMUNITY	1087279
TT4/ABS	REPUBLIC OF KOREA	464646
TT4/ABS	MEXICO	619454
TT4/ABS	SAUDI ARABIA	497/43
TT4/ABS	U.S.	2457836

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