

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Second Lien Security Agreement Supplement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AM General LLC		10/29/2004	limited liability company: DELAWARE

RECEIVING PARTY DATA	
Name:	Citicorp USA, Inc.
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	78504477	REX

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 LLP
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	48/535
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NAME OF SUBMITTER:	James H. Lik
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Total Attachments: 7
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated October 29, 2004, is made by the Person listed on the signature page hereof (the "*Grantor*") 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, and hereinafter referred to as the "*Secured Parties*").

WHEREAS, AM General LLC, a Delaware limited liability company, has entered into an Amended and Restated Credit Agreement dated as of September 28, 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, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Amended and Restated Second Lien Security Agreement dated as of September 28, 2004 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated as of August 10, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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 Grantor is 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, the Grantor agrees as follows:

SECTION 1. 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 "*Additional 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) 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) all 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 foregoing 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 Supplement, and the exercise of any right or remedy by such Collateral Agent hereunder are subject to the provisions of that certain Amended and Restated Intercreditor Agreement, dated as of September 28, 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), Citicorp USA, Inc., as First Lien Administrative Agent (as defined therein), Citicorp USA, Inc., as Second Lien Administrative 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 Supplement, the terms of the Intercreditor Agreement shall govern.

SECTION 2. Supplement to Security Agreement. Schedule VI to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the 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.


SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional 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.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

AM GENERAL LLC

By 
Name: Paul J. Caffero
Title: Sr. Vice President, CFO
and Assistant Secretary

Address for Notices:
105 North Miles Avenue
South Bend, Indiana 16617
Attention: Chief Financial Officer

Schedule A

None

Schedule B

Trademarks							
Country	Trademark Name	Registration No.	Filing Date	Registration No.	Reg. Date	Status	Classes
US United States	REX	78/504,477	22-Oct-2004			Pending	12

Schedule C

None