

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kia Motors America, Inc.		03/30/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	55 South Lake Avenue
Internal Address:	Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	Association: National:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2605304	SPECTRA
Registration Number:	2640705	SPORTMATIC
Registration Number:	2509434	LONG HAUL WARRANTY PROGRAM
Registration Number:	2487401	LONG HAUL WARRANTY PROGRAM
Registration Number:	2487400	ONE LESS BUMP IN THE ROAD
Registration Number:	2409997	KIA
Registration Number:	2420611	KIA
Registration Number:	2422708	KIA
Registration Number:	2430758	KIA
Registration Number:	2420612	KIA
Registration Number:	2422709	KIA
Registration Number:	2439966	KIA
Registration Number:	2434609	KIA

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Registration Number:	2436280	KIA
Serial Number:	78703808	RONDO
Serial Number:	76626069	KIA
Serial Number:	76626068	KMFC
Serial Number:	76626067	KMFC KIA MOTORS FINANCE COMPANY & DESIGN
Serial Number:	76575486	KIA OPTIMA

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: carey.lening@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Carey Lening
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	356739
NAME OF SUBMITTER:	Carey Lening
Signature:	/cni/
Date:	04/20/2006

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of March, 2006, between KIA MOTORS AMERICA, INC., a California corporation ("Grantor"), and BANK OF AMERICA, N.A., in its capacity as Agent for the Lenders (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Loan Agreement") among Grantor, as borrower, the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lenders are willing to make certain financial accommodations available to Grantor pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those referred to on Schedule I hereto (each a "Trademark");

(b) all licenses of the foregoing, whether as licensee or licensor;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any license agreement or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any license agreement.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

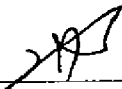
4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KIA MOTORS AMERICA, INC.

By: 
Name: Nam Kyu Kim
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KIA MOTORS AMERICA, INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By:  _____

Name: John C. McNamee

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Spectra	Grantor	Registered	2605304	8/6/2002
Rondo	Grantor	Approved for Publication for Opposition	78703808	Filed 8/30/05
Kia logo (drawing)	Grantor	Notice of Allowance Issued; Statement of First Use Filed	76626069	Filed 12/27/04
KMFC	Grantor	Notice of Allowance Issued	Serial No: 76626068	Filed 12/27/04
Kia Motors Finance Company & design	Grantor	Notice of Allowance Issued	Serial No: 76626067	Filed 12/27/04
Kia Optima	Grantor	Non-final Action Mailed	Serial No: 76575486	Filed 2/17/04
Sportmatic	Grantor	Registered	2640705	10/22/2002
Long Haul Warranty Program & Design	Grantor	Registered	2509434	11/20/2001
Long Haul Warranty Program	Grantor	Registered	2487401	9/11/2001
One Less Bump in the Road	Grantor	Registered	2487400	9/11/2001
Kia & design	Grantor	Registered	2409997	12/5/2000
Kia & design	Grantor	Registered	2420611	1/16/2001
Kia & design	Grantor	Registered	2422708	1/23/2001
Kia & design	Grantor	Registered	2430758	2/27/2001
Kia & design	Grantor	Registered	2420612	1/16/2001
Kia & design	Grantor	Registered	2422709	1/23/2001
Kia & design	Grantor	Registered	2439966	4/3/2001
Kia & design	Grantor	Registered	2434609	3/13/2001
Kia & design	Grantor	Registered	2436280	3/20/2001

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