

Form PTO-1594
(rev 06/04)**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):**Ableco Finance LLC**

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation
☒ Other **Limited Liability Company**

Citizenship **Delaware**Execution Date(s) **October 11, 2006**Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☒ Other **Release of Security Interest**

2. Name and Address of receiving party(ies)Additional name(s) & address(es) attached? ☐ Yes ☒ NoName: **AM General Corporation**

Internal Address: _____

Street Address: **105 North Niles Avenue**City: **South Bend**State: **Indiana**Country: **U.S.** Zip: **46617**☐ Association – Citizenship _____☐ General Partnership – Citizenship _____☐ Limited Partnership – Citizenship _____☐ Corporation – Citizenship _____☒ Other **Corporation**Citizenship **Delaware**If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☒ No.**4. Application number(s) or registration number(s):**

A. Trademark Application No(s).

78282457**75545582**

B. Trademark Registration No(s).

Additional numbers attached? ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning document should be mailed:**

Bruce Goldner, Esq.
 SKADDEN, ARPS, SLATE, MEAGHER
 & FLOM LLP
 Four Times Square
 New York, New York 10036
 Tel: (212) 735-2517
 Fax: (917) 777-2517
 bgoldner@skadden.com

6. Total number of applications and registrations involved:**2****7. Total fee (37 CFR 1.21(h) and 3.41) **\$65****

☒ All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 090640/3)

8. Payment InformationDeposit Account No. **19-2385**Authorized user Name: **Michael McGuire****9. Signature.**

Signature

Bruce Goldner

Name of Person Signing

October 18, 2006

Date

Total number of pages including cover sheet, and documents:

4

CH \$65.00 192385 78282457

RELEASE OF SECURITY INTEREST
(Trademarks)

This **RELEASE OF SECURITY INTEREST (Trademarks)** (the "Release") is made and effective as of the 11th day October, 2006 and is granted by **ABLECO FINANCE LLC**, a Delaware limited liability company corporation, as agent for the Lenders (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"), and the First Amendment to that Security Agreement, dated November 10, 2003 (the "Amendment") by and among Releasee, Releasor, and the lenders described therein (the "Lenders"), the Lenders agreed to make loans and other financial accommodations to Releasee;

WHEREAS, pursuant to the Security Agreement and the Amendment, Releasee executed that certain Assignment for Security Trademarks dated as of November 10, 2003 (the "Trademark Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a continuing security interest in, among other things, Releasee's right, title and interest in, to and under the Trademarks (as defined in the Security Agreement), including the Trademarks listed on Schedule A hereto, 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 (collectively, the "Trademark Collateral"), to secure the payment, performance, and observance of the Obligations (as defined in the Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2749/Frame 959 on November 19, 2003;

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 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 pursuant to the Security Agreement and the Trademark Security Agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral 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 E. Wolf

Title: SVP