

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - Second Priority

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chrysler LLC		08/03/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust Company
Street Address:	Rodney Square North
Internal Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3276658	
Serial Number:	77276244	CHRYSLER ENVI
Serial Number:	77252555	CRATE N GO
Serial Number:	77276234	ENVI
Registration Number:	3304375	FREEDOM TOP
Serial Number:	77313295	GO ANYWHERE DO ANYTHING
Serial Number:	77259418	SCAMP
Registration Number:	3298789	SUPER BEE
Registration Number:	3330369	TOMAHAWK
Serial Number:	77250960	ZEO

CORRESPONDENCE DATA

Fax Number: (212)455-2502

OP \$265.00 3276658

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

Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1379
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	02/14/2008

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of August 3, 2007 is made by Chrysler LLC, a Delaware limited liability company, located at 1000 Chrysler Drive, Auburn Hills, Michigan (the “Borrower”), in favor of Wilmington Trust Company, a Delaware corporation, located at 1110 North Market Street, Rodney Square North, Wilmington, Delaware (the “Collateral Trustee”), under the Collateral Trust Agreement, dated as of August 3, 2007 (as amended, supplemented or otherwise modified from time to time, the “Collateral Trust Agreement”), among Carco Intermediate Holdco II LLC, Borrower, certain of its subsidiaries and the Collateral Trustee.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Term Loan Agreement, dated as of August 3, 2007 (as amended, supplemented or otherwise modified from time to time, the “Second Priority Credit Agreement”), among the Borrower, Holdings, the lenders parties thereto, the agents named therein and JPMorgan Chase Bank, N.A., as Administrative Agent, the lenders therein have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower has executed and delivered a Security Agreement, dated as of August 3, 2007, in favor of the Collateral Trustee (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Collateral Trustee for the benefit of the Collateral Trustee and the Secured Parties a continuing security interest in, inter alia, all Intellectual Property, including the Trademarks set forth on Schedule A; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the First Priority Credit Agreement, the Security Agreement and/or the Collateral Trust Agreement, as applicable.

SECTION 2. Grant of Security Interest for Second Priority Secured Obligations. The Borrower hereby grants a continuing security interest in, all of the Borrower’s right, title and interest in, to and under the Collateral, to the Collateral Trustee, for the benefit of the Second Priority Secured Parties, as collateral security for the prompt and complete payment and

performance when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower's Second Priority Secured Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first above written.

CHRYSLER LLC
as Borrower

By: 
Name: Walter P. Bodden
Title: Assistant Treasurer

WILMINGTON TRUST COMPANY
as Collateral Trustee

By: _____
Name: James A. Hanley
Title: Assistant Vice President

performance when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower's Second Priority Secured Obligations.

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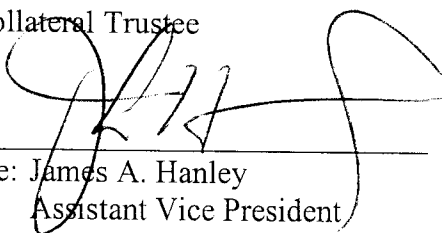
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CHRYSLER LLC
as Borrower

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY
as Collateral Trustee

By: 
Name: James A. Hanley
Title: Assistant Vice President

ACKNOWLEDGMENT OF BORROWER

STATE OF Michigan)
) ss
COUNTY OF Oakland)

On the 1st day of February, 2008, before me personally came Walter P. Badden, who is personally known to me to be the Assistant Treasurer of Chrysler LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Assistant Treasurer in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

NANCY G. TURNAGE
Notary Public, Oakland County, Michigan
Acting in Oakland County
My Commission Expires September 25, 2011

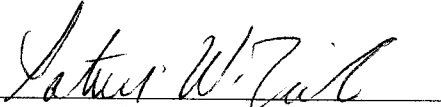
Nancy G Turnage
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF COLLATERAL TRUSTEE

STATE OF *Delaware*)
COUNTY OF *New Castle*) ss

On the *12th* day of *February*, 2008, before me personally came James A. Hanley, who is personally known to me to be the Assistant Vice President of Wilmington Trust Company, a Delaware corporation; who, being duly sworn, did depose and say that he is the Assistant Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
PATRICIA W. ZINK
Notary Public - State of Delaware
My Comm. Expires July 12, 2009

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations & Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
AMC Logo Only	3,276,658
CHRYSLER ENVI	77/276,244
CRATE N GO	77/252,555
ENVI	77/276,234
FREEDOM TOP	3,304,375
GO ANYWHERE DO ANYTHING	77/313,295
SCAMP	77/259,418
SUPER BEE	3,298,789
TOMAHAWK & Design	3,330,369
ZEO	77/250,960