TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Motors Corporation		12/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	United States Department of the Treasury
Street Address:	1500 Pennsylvania Avenue, NW
Internal Address:	Room 2312
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20220
Entity Type:	U.S. Government: UNITED STATES

PROPERTY NUMBERS Total: 677

Property Type	Number	Word Mark
Registration Number:	1922453	1-800-CHEV USA
Registration Number:	2966618	
Registration Number:	2997036	
Registration Number:	2587073	
Registration Number:	1523423	
Registration Number:	1219904	6
Registration Number:	1682758	AC
Registration Number:	1836576	AC
Registration Number:	1936976	AC
Registration Number:	310672	AC
Registration Number:	311173	AC
Registration Number:	311656	AC
Registration Number:	2440150	ACDELCO

CH $16940.00 1922453

Registration Number:	2399723	ACDELCO
Registration Number:	2445737	ACDELCO
Registration Number:	2445738	ACDELCO
Registration Number:	2415409	ACDELCO
Registration Number:	2440149	ACDELCO
Registration Number:	3437859	ACDELCO
Registration Number:	2445740	ACDELCO
Registration Number:	2426384	ACDELCO
Registration Number:	3111630	ACDELCO
Registration Number:	2445739	ACDELCO
Registration Number:	2052593	AC-DELCO
Registration Number:	3242874	ACADIA
Registration Number:	2911122	ACTIVATE EARN DRIVE
Registration Number:	3320731	ACTIVE FUEL MANAGEMENT
Registration Number:	2771746	ACUZINC
Registration Number:	1665913	ALLANTE
Registration Number:	2979032	AN AMERICAN REVOLUTION
Registration Number:	2908797	APPLY EARN DRIVE
Registration Number:	3485519	ASTRO BODY
Registration Number:	1857240	A
Registration Number:	2490959	YES AUTOMOTIVE YOUTH EDUCATIONAL SYSTEMS
Registration Number:	2476452	AUTORIDE
Registration Number:	2216695	AUTOTRAC
Registration Number:	2866966	AVALANCHE
Registration Number:	2846461	AVEO
Registration Number:	2059324	BEL AIR
Registration Number:	2561229	BEL AIR
Registration Number:	2705716	
Registration Number:	1985481	BIG DOOLEY
Registration Number:	1711664	BLAZER
Registration Number:	2656665	BLAZER
Registration Number:	2686610	BONNEVILLE
Registration Number:	606303	BONNEVILLE
Registration Number:	1661620	BRAVADA
Registration Number:	1713600	BRAVADA

Registration Number:	2856688	BREAK THROUGH
Registration Number:	1681928	BUICK
Registration Number:	860907	BUICK
Registration Number:	1694262	BUICK
Registration Number:	1715664	BUICK
Registration Number:	1685308	BUICK
Registration Number:	1727606	BUICK
Registration Number:	2678154	BUICK
Registration Number:	1685358	BUICK
Registration Number:	1686484	BUICK
Registration Number:	1682097	BUICK
Registration Number:	1683886	BUICK
Registration Number:	647618	BUICK
Registration Number:	1668926	BUICK
Registration Number:	2625102	BUICK
Registration Number:	1682680	BUICK
Registration Number:	1683678	BUICK
Registration Number:	2593676	BUICK
Registration Number:	511603	BUICK
Registration Number:	1706535	
Registration Number:	1559739	
Registration Number:	1698990	
Registration Number:	1713553	
Registration Number:	2567517	
Registration Number:	1790402	
Registration Number:	2740351	
Registration Number:	1720322	
Registration Number:	1741359	
Registration Number:	1690241	
Registration Number:	2631830	
Registration Number:	2545104	
Registration Number:	1706960	
Registration Number:	1668925	
Registration Number:	2625101	
Registration Number:	1734354	

Registration Number:	1037850	
Registration Number:	1045075	
Registration Number:	1473052	
Registration Number:	1487116	
Registration Number:	3185665	C6
Registration Number:	3286867	C6R
Registration Number:	3435185	CADILLAC
Registration Number:	201694	CADILLAC
Registration Number:	1665834	CADILLAC
Registration Number:	1711662	CADILLAC
Registration Number:	1664137	CADILLAC
Registration Number:	2654530	CADILLAC
Registration Number:	1663465	CADILLAC
Registration Number:	1682999	CADILLAC
Registration Number:	1782739	CADILLAC
Registration Number:	1681292	CADILLAC
Registration Number:	1700662	CADILLAC
Registration Number:	647241	CADILLAC
Registration Number:	1660237	CADILLAC
Registration Number:	2931761	CADILLAC
Registration Number:	1900372	CADILLAC
Registration Number:	1679352	
Registration Number:	1570808	CADILLAC
Registration Number:	1745650	CADILLAC
Registration Number:	1832116	
Registration Number:	1872415	
Registration Number:	2659597	
Registration Number:	1672630	
Registration Number:	1677683	
Registration Number:	1871376	
Registration Number:	1686536	
Registration Number:	1681039	
Registration Number:	2568017	CADILLAC PALACE
Registration Number:	1523821	CADILLAC ROADSIDE SERVICE
Registration Number:	3126223	CAMARO

Registration Number:	2654526	CAMARO
Registration Number:	2356823	CAMARO
Registration Number:	2313756	CAMARO
Registration Number:	2705702	
Registration Number:	1598478	
Registration Number:	2700379	
Registration Number:	1470779	CAMARO Z-28
Registration Number:	2705698	
Registration Number:	2814146	CANYON
Registration Number:	2666596	CAVALIER
Registration Number:	1559740	CAVALIER
Registration Number:	933112	CENTURY
Registration Number:	2695772	CENTURY
Registration Number:	2311794	CHEVELLE
Registration Number:	2708250	
Registration Number:	1661627	CHEVROLET
Registration Number:	1708169	CHEVROLET
Registration Number:	2309369	CHEVROLET
Registration Number:	2348249	CHEVROLET
Registration Number:	2522861	CHEVROLET
Registration Number:	1471518	CHEVROLET
Registration Number:	647235	CHEVROLET
Registration Number:	1667108	CHEVROLET
Registration Number:	2563091	CHEVROLET
Registration Number:	2311214	CHEVROLET
Registration Number:	95398	
Registration Number:	2562025	
Registration Number:	2736654	
Registration Number:	2538436	
Registration Number:	2311918	
Registration Number:	2578898	
Registration Number:	2311792	
Registration Number:	2550170	
Registration Number:	2779456	
Registration Number:	2311791	

Registration Number:	2734714	
Registration Number:	1661628	
Registration Number:	1530792	
Registration Number:	1519942	
Registration Number:	1668924	
Registration Number:	647236	CHEVROLET
Registration Number:	2678153	CHEVROLET
Registration Number:	2311397	CHEVROLET
Registration Number:	2563092	CHEVROLET
Registration Number:	216070	CHEVROLET
Registration Number:	1541465	
Registration Number:	2940772	CHEVROLET AMPHITHEATRE
Registration Number:	2314486	CHEVROLET
Registration Number:	2314484	CHEVROLET
Registration Number:	1540658	CHEVROLET
Registration Number:	2705700	
Registration Number:	1546066	CHEVROLET CORVETTE
Registration Number:	1529633	CHEVROLET CORVETTE
Registration Number:	2311399	CHEVROLET CORVEITTE
Registration Number:	2346738	
Registration Number:	1506101	
Registration Number:	2469555	CHEVROLET RACING
Registration Number:	2311213	CHEVROLET RACING
Registration Number:	2313769	CHEVROLET USA-1
Registration Number:	1540884	CHEVROLET
Registration Number:	3506116	CHEVROLETOR
Registration Number:	2357128	CHEVY
Registration Number:	2308986	CHEVY
Registration Number:	1494385	CHEVY
Registration Number:	2649537	CHEVY TRUCKS
Registration Number:	2543117	CHEVY TRUCKS
Registration Number:	2609931	CHEVY TRUCKS
Registration Number:	2555071	CHEVY TRUCKS
Registration Number:	2854966	CLASSIC
Registration Number:	2924210	COBALT

Registration Number:	2973601	COBALT
Registration Number:	2813324	COLORADO
Registration Number:	3132652	COMPG
Registration Number:	2550625	CONVERT-A-CAB
Registration Number:	2940695	CORRE POR TUS VENAS
Registration Number:	2705697	
Registration Number:	3473908	CORVETTE
Registration Number:	1495033	CORVETTE
Registration Number:	1494171	CORVETTE
Registration Number:	1792602	CORVETTE
Registration Number:	2314485	CORVETTE
Registration Number:	1467522	CORVETTE
Registration Number:	2105243	CORVETTE
Registration Number:	2144177	CORVETTE
Registration Number:	3021615	CORVETTE
Registration Number:	2463898	CORVETTE
Registration Number:	2311215	CORVETTE
Registration Number:	1494980	CORVETTE
Registration Number:	579485	CORVETTE
Registration Number:	2708261	
Registration Number:	3037521	
Registration Number:	3161525	
Registration Number:	3147782	CORVETTE C6
Registration Number:	2750257	
Registration Number:	2631880	
Registration Number:	2654528	
Registration Number:	2232346	
Registration Number:	2683719	
Registration Number:	2242877	
Registration Number:	2311917	
Registration Number:	1494172	
Registration Number:	2545133	
Registration Number:	2666595	
Registration Number:	2578899	
Registration Number:	1491293	

Registration Number:	2105242	
Registration Number:	2099378	
Registration Number:	2911818	
Registration Number:	1966352	CORVETTE QUARTERLY
Registration Number:	2545728	CORVETTE RACING
Registration Number:	2605909	CTS
Registration Number:	3261764	CTS
Registration Number:	180358	DELCO
Registration Number:	286518	DELCO
Registration Number:	312149	DELCO
Registration Number:	327515	DELCO
Registration Number:	253644	DELCO
Registration Number:	1739592	DELCO
Registration Number:	1689849	DELCO
Registration Number:	749032	DELCOTRON
Registration Number:	2224539	DENALI
Registration Number:	1834563	DEVILLE
Registration Number:	2931762	DEVILLE
Registration Number:	2044503	DEX-COOL
Registration Number:	2815253	DEX-CVT
Registration Number:	3532106	DEXRON
Registration Number:	833566	DEXRON
Registration Number:	3517138	DRIVE BEAUTIFUL
Registration Number:	2535762	DTS
Registration Number:	2039462	DURA STOP
Registration Number:	1633965	DURAGUARD
Registration Number:	2804683	DURAMAX
Registration Number:	2579309	ECOTEC
Registration Number:	2795154	ECOTEC-VTI
Registration Number:	1567027	ELDORADO
Registration Number:	3336426	ENCLAVE
Registration Number:	2215082	ENVOY
Registration Number:	2841525	ENVOY XUV
Registration Number:	2854854	EQUINOX
Registration Number:	3435186	ESCALADE

Registration Number:	2269827	ESCALADE
Registration Number:	3520169	ESCALADE
Registration Number:	3520185	ESCALADE
Registration Number:	3520188	ESCALADE
Registration Number:	2931763	ESCALADE
Registration Number:	2792883	ESV
Registration Number:	2757501	EXPRESS ACCESS
Registration Number:	2574563	EXT
Registration Number:	3329341	FIERO
Registration Number:	3329342	FIERO
Registration Number:	1470782	FIERO
Registration Number:	1489529	FIERO
Registration Number:	3185989	FIREBIRD
Registration Number:	2700393	FIREBIRD
Registration Number:	1470780	FIREBIRD
Registration Number:	2734723	
Registration Number:	1494384	
Registration Number:	1567025	FLEETWOOD
Registration Number:	511601	FLEETWOOD
Registration Number:	3118209	FLEXIBLE EARNINGS CARD
Registration Number:	779770	FLO-LITE
Registration Number:	2756293	FUEL FOR THE SOUL
Registration Number:	3228482	G5
Registration Number:	2925961	G6
Registration Number:	3428033	G8
Registration Number:	1223115	GENERAL MOTORS
Registration Number:	2059913	GENERAL MOTORS PLACE
Registration Number:	2538435	GENUINE CHEVROLET
Registration Number:	2311916	GENUINE CHEVROLET
Registration Number:	2311793	GENUINE CHEVROLET
Registration Number:	2308987	GENUINE CHEVROLET
Registration Number:	2678108	GENUINE CHEVROLET
Registration Number:	1538093	GEO
Registration Number:	1034749	GM
Registration Number:	861602	GM

Registration Number:	283227	GM
Registration Number:	314823	GM
Registration Number:	314824	GM
Registration Number:	314825	GM
Registration Number:	271167	GM
Registration Number:	1714390	GM
Registration Number:	1474088	GM
Registration Number:	2666545	GM
Registration Number:	1575170	GM
Registration Number:	2769213	GM
Registration Number:	1476220	GM
Registration Number:	1685062	GM
Registration Number:	1927415	GM RESTORATION PARTS
Registration Number:	2156692	GM CERTIFIED USED VEHICLES
Registration Number:	2736445	GM FAMILY FIRST
Registration Number:	3110321	GM HYBRID
Registration Number:	2182741	GM MOTOR CLUB
Registration Number:	1764883	GM PROTECTION PLAN
Registration Number:	2082242	GM SAFE DRIVING PROGRAM
Registration Number:	2612792	GMAC
Registration Number:	623260	GMAC
Registration Number:	1638609	GMAC
Registration Number:	1724212	GMAC
Registration Number:	1686723	GMAC
Registration Number:	2739670	GMAC BANK
Registration Number:	2808490	GMAC BANK
Registration Number:	3043098	GMAC BANK EXPECT MORE FROM SOMEONE YOU KNOW.
Registration Number:	2824069	GMAC COMMERCIAL FINANCE
Registration Number:	2907249	GMAC DIRECT PAY
Registration Number:	3553839	GMAC INSURANCE
Registration Number:	2742947	GMAC INSURANCE ONLINE
Registration Number:	2815319	GMAC INSURANCE ONLINE REAL INSURANCE. REAL TIME. REALLY.
Registration Number:	2742948	GMAC INSURANCE ONLINE REAL INSURANCE. REAL TIME. REALLY.

Registration Number:	3354959	PERSONAL PIT CREW GMAC INSURANCE
Registration Number:	3285221	PERSONAL PIT CREW GMAC INSURANCE
Registration Number:	2746771	GMAC MORTGAGE
Registration Number:	3376296	GMAC MORTGAGE CASH BACK REWARDS
Registration Number:	3149970	GMAC MORTGAGE PROGRAM FOR EDUCATORS
Registration Number:	1062719	GMC
Registration Number:	1337811	GMC
Registration Number:	1569557	GMC
Registration Number:	2461697	GMC
Registration Number:	2459749	GMC
Registration Number:	2461681	GMC
Registration Number:	2700392	GMC
Registration Number:	2459744	GMC
Registration Number:	2455330	GMC
Registration Number:	1470781	GMC
Registration Number:	2459748	GMC
Registration Number:	646914	GMC
Registration Number:	2459750	GMC
Registration Number:	2449301	GMC
Registration Number:	1541467	GMC TRUCK
Registration Number:	1639022	GMC TRUCK
Registration Number:	1675505	GMC TRUCK
Registration Number:	1304612	GOODWRENCH
Registration Number:	2035360	GM GOODWRENCH
Registration Number:	3323674	GM GOODWRENCH
Registration Number:	2123953	GM GOODWRENCH SERVICE
Registration Number:	3394422	
Registration Number:	969060	GRAND AM
Registration Number:	2686611	GRAND AM
Registration Number:	1889797	GRAND PRIX
Registration Number:	2752897	GRAND PRIX
Registration Number:	2833094	GTO
Registration Number:	2522859	GTO
Registration Number:	1644768	GTP
Registration Number:	2846742	GXP

Registration Number:	2713873	H1
Registration Number:	3232460	H1
Registration Number:	3070072	
Registration Number:	2982888	
Registration Number:	2994281	
Registration Number:	2969972	
Registration Number:	2975717	
Registration Number:	3014908	
Registration Number:	2681576	H2
Registration Number:	3056298	H2
Registration Number:	2966313	
Registration Number:	3099904	
Registration Number:	3048560	
Registration Number:	2926350	
Registration Number:	2964956	
Registration Number:	2964955	
Registration Number:	2696663	H2
Registration Number:	2604940	H2
Registration Number:	2686547	H2
Registration Number:	2707075	H2
Registration Number:	2741769	H2
Registration Number:	2625051	H2
Registration Number:	3079033	
Registration Number:	3058165	H3
Registration Number:	3453396	H3
Registration Number:	3457399	H3
Registration Number:	3558710	H3T
Registration Number:	3404569	H3X
Registration Number:	3013888	HHR
Registration Number:	2982832	HOLDEN
Registration Number:	1730936	HUMMER
Registration Number:	2732501	HUMMER
Registration Number:	3501755	HUMMER
Registration Number:	2515604	HUMMER
Registration Number:	2631795	HUMMER

Registration Number:	2414500	HUMMER
Registration Number:	2954605	HUMMER
Registration Number:	2625050	HUMMER
Registration Number:	2245635	HUMMER
Registration Number:	2953685	HUMMER
Registration Number:	2654456	HUMMER
Registration Number:	2986196	HUMMER
Registration Number:	3121751	HUMMER
Registration Number:	2645796	HUMMER
Registration Number:	2659457	
Registration Number:	2659456	
Registration Number:	2663210	
Registration Number:	2642917	
Registration Number:	2867706	HUMMER GENUINE ACCESSORIES
Registration Number:	2872506	HUMMER GENUINE ACCESSORIES
Registration Number:	2870401	HUMMER GENUINE ACCESSORIES
Registration Number:	1959544	
Registration Number:	3285255	HUMMER H
Registration Number:	3308057	HUMMER H1
Registration Number:	3051518	HUMMER H2
Registration Number:	2666535	HUMMER
Registration Number:	2740337	HUMMER
Registration Number:	2982889	
Registration Number:	2985018	
Registration Number:	382207	HYDRA-MATIC
Registration Number:	661322	IMPALA
Registration Number:	2349822	IMPALA
Registration Number:	2669222	IMPALA
Registration Number:	2311798	IMPALA
Registration Number:	1898835	
Registration Number:	2346904	
Registration Number:	2756065	
Registration Number:	2346737	
Registration Number:	2349761	
Registration Number:	1469777	IN TUNE

Registration Number:	1691382	INSTA-TRAC
Registration Number:	2958367	INTELLIBEAM
Registration Number:	2686613	JIMMY
Registration Number:	2919763	KODIAK
Registration Number:	2926906	LACROSSE
Registration Number:	2693399	LESABRE
Registration Number:	573739	LE SABRE
Registration Number:	2908801	LEARN EARN DRIVE
Registration Number:	3292192	LIFE. LIBERTY. AND THE PURSUIT.
Registration Number:	2696730	LIKE NOTHING ELSE.
Registration Number:	2744964	LIKE NOTHING ELSE
Registration Number:	2887853	LIVE EARN DRIVE
Registration Number:	3360877	LSX
Registration Number:	3046894	LUCERNE
Registration Number:	1537348	LUMINA
Registration Number:	2092090	MALIBU
Registration Number:	2663321	MALIBU
Registration Number:	2721375	
Registration Number:	2872468	MALIBU MAXX
Registration Number:	2861449	MEMBER DRIVEN
Registration Number:	2635493	MIDGATE
Registration Number:	1040089	MONTE CARLO
Registration Number:	2378914	MONTE CARLO
Registration Number:	2681174	MONTE CARLO
Registration Number:	2478937	MONTE CARLO
Registration Number:	2430738	MONTE CARLO
Registration Number:	1907315	MOVIN' PARTS
Registration Number:	1065021	MR. GOODWRENCH
Registration Number:	2849726	MULTI-FLEX
Registration Number:	2054546	NATIONAL CORVETTE MUSEUM
Registration Number:	2055288	NOMAD
Registration Number:	1616619	NORTHSTAR
Registration Number:	2933294	
Registration Number:	2316535	OK
Registration Number:	570912	OK

Registration Number:	1803502	OK
Registration Number:	1745690	OLDSMOBILE
Registration Number:	39405	OLDSMOBILE
Registration Number:	1659656	OLDSMOBILE
Registration Number:	1745728	OLDSMOBILE
Registration Number:	1713599	OLDSMOBILE
Registration Number:	1747100	OLDSMOBILE
Registration Number:	2625152	OLDSMOBILE
Registration Number:	2736653	OLDSMOBILE
Registration Number:	1748543	OLDSMOBILE
Registration Number:	1747163	OLDSMOBILE
Registration Number:	1744632	OLDSMOBILE
Registration Number:	1667110	OLDSMOBILE
Registration Number:	2775430	OLDSMOBILE
Registration Number:	1745548	OLDSMOBILE
Registration Number:	2777839	
Registration Number:	1675488	
Registration Number:	1541466	
Registration Number:	2727122	
Registration Number:	2672240	ON A ROLL!
Registration Number:	860798	OPTIKLEEN
Registration Number:	1526752	PARK AVENUE
Registration Number:	1708168	PARK AVENUE
Registration Number:	2036075	PASSLOCK
Registration Number:	2765723	PATHWAY
Registration Number:	1708004	PONTIAC
Registration Number:	2536823	PONTIAC
Registration Number:	1708037	PONTIAC
Registration Number:	1708167	PONTIAC
Registration Number:	2453246	PONTIAC
Registration Number:	2563776	PONTIAC
Registration Number:	2683733	PONTIAC
Registration Number:	1744568	PONTIAC
Registration Number:	2539540	PONTIAC
Registration Number:	1703341	PONTIAC

Registration Number:	1748562	PONTIAC
Registration Number:	2447989	PONTIAC
Registration Number:	1701857	PONTIAC
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Registration Number:	1467546	PONTIAC
Registration Number:	1710193	PONTIAC
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Registration Number:	1775048	PONTIAC
Registration Number:	2685227	PONTIAC
Registration Number:	1495970	PONTIAC
Registration Number:	1704802	
Registration Number:	2212878	
Registration Number:	2609899	
Registration Number:	1686331	
Registration Number:	1708162	
Registration Number:	2625151	
Registration Number:	1708194	
Registration Number:	2570842	
Registration Number:	2683734	
Registration Number:	1744567	
Registration Number:	2539542	
Registration Number:	1720345	
Registration Number:	1747148	
Registration Number:	2447984	
Registration Number:	1697696	
Registration Number:	2550171	
Registration Number:	1697755	
Registration Number:	1660240	
Registration Number:	2635330	
Registration Number:	1704591	
Registration Number:	2555084	
Registration Number:	1034768	

Registration Number:	2563777	
Registration Number:	1034466	
Registration Number:	1966935	PONTIAC CARES
Registration Number:	1711668	PONTIAC FIREBIRD
Registration Number:	1686280	PRIZM
Registration Number:	1525611	PRO
Registration Number:	2527918	PROMARK
Registration Number:	1612867	QUAD 4
Registration Number:	1299083	QUICK LUBE
Registration Number:	1299084	QUICK LUBE
Registration Number:	2916746	QUIETTUNING
Registration Number:	2583128	RAGEOUS
Registration Number:	2841547	RAINIER
Registration Number:	2010805	RAPID FIRE
Registration Number:	931090	REGAL
Registration Number:	2693400	REGAL
Registration Number:	2482986	RENDEZVOUS
Registration Number:	1540383	RIVIERA
Registration Number:	2637279	ROADRESPONSE
Registration Number:	1562070	ROYALE
Registration Number:	2316532	S10
Registration Number:	1567026	SAFARI
Registration Number:	2057709	SAVANA
Registration Number:	2670424	SELECTIVE RIDE
Registration Number:	2693336	SENSEABLE DRIVING GM
Registration Number:	2700371	SEVILLE
Registration Number:	1573202	SIERRA
Registration Number:	2683735	SIERRA
Registration Number:	1564401	SIGNALS
Registration Number:	1039220	SILVERADO
Registration Number:	3280936	SKYSCAPE
Registration Number:	3514316	SMART SLIDE
Registration Number:	1610141	SMARTLEASE BY GMAC
Registration Number:	741187	SOFT-RAY
Registration Number:	1769344	SOLAR-RAY

Registration Number:	3009286	SOLSTICE
Registration Number:	3516047	SOLSTICE
Registration Number:	1629983	SONOMA
Registration Number:	2686612	SONOMA
Registration Number:	755367	
Registration Number:	767100	
Registration Number:	792135	
Registration Number:	3561613	SRX
Registration Number:	2830721	SRX
Registration Number:	2801278	SSR
Registration Number:	3115924	
Registration Number:	3198019	
Registration Number:	2072012	STABILITRAK
Registration Number:	1750042	STINGRAY
Registration Number:	1519946	STINGRAY
Registration Number:	1529614	STORM
Registration Number:	2631773	STS
Registration Number:	1490090	SUBURBAN
Registration Number:	2652035	SUBURBAN
Registration Number:	1887886	SUNFIRE
Registration Number:	2346905	SUPER CHEVROLET SERVICE
Registration Number:	2314490	SUPER CHEVROLET SERVICE
Registration Number:	2978936	SV6
Registration Number:	1880529	TAHOE
Registration Number:	2652036	TAHOE
Registration Number:	2114351	TAKE CARE
Registration Number:	2917972	TAPSHIFT
Registration Number:	2016386	TECH 2
Registration Number:	2059141	TECHLINE
Registration Number:	2960945	TERRAZA
Registration Number:	1818566	THE GM CARD
Registration Number:	2784211	THE GM COLLECTION
Registration Number:	1845887	THE GM GOLD CARD
Registration Number:	1589872	THE GREAT AMERICAN ROAD BELONGS TO BUICK
Registration Number:	2311398	THE HEARTBEAT OF AMERICA

Registration Number:	2463897	THE HEARTBEAT OF AMERICA
Registration Number:	2349821	THE HEARTBEAT OF AMERICA
Registration Number:	2314496	THE HEARTBEAT OF AMERICA
Registration Number:	2985088	THE JUDGE
Registration Number:	3401756	THE JUDGE
Registration Number:	3349197	THE PROS WHO KNOW
Registration Number:	2774094	THE RIGHT WAY. THE RIGHT CAR.
Registration Number:	2846411	TOPKICK
Registration Number:	3012094	TORRENT
Registration Number:	2257873	TRAILBLAZER
Registration Number:	2515416	TRAILBLAZER
Registration Number:	2457659	TRANSYND
Registration Number:	3537570	TRAVERSE
Registration Number:	802602	TWILIGHT SENTINEL
Registration Number:	1874614	ULTRAGUARD
Registration Number:	2918005	ULTRALUX
Registration Number:	2814188	ULTRA VIEW
Registration Number:	2968214	UPLANDER
Registration Number:	2319084	USED OK CARS
Registration Number:	2875574	V
Registration Number:	2705035	VIBE
Registration Number:	2805682	VIBE
Registration Number:	3252846	VORTEC
Registration Number:	1471329	VOYAGER
Registration Number:	1873759	WE ARE DRIVING EXCITEMENT
Registration Number:	2596034	WE ARE PROFESSIONAL GRADE
Registration Number:	2490965	WE'LL BE THERE
Registration Number:	2672542	WEB INTEGRATED SERVICE ENVIRONMENT
Registration Number:	2858211	WEB INTEGRATED SERVICE ENVIRONMENT (WISE)
Registration Number:	3082721	WISE
Registration Number:	2911123	WORK EARN DRIVE
Registration Number:	2547867	
Registration Number:	2750240	
Registration Number:	2654531	
Registration Number:	2609932	

Registration Number:	2779457	
Registration Number:	3159729	
Registration Number:	783126	
Registration Number:	1530791	
Registration Number:	2253471	
Registration Number:	1667720	
Registration Number:	1607667	
Registration Number:	1664571	
Registration Number:	1665672	
Registration Number:	1736492	
Registration Number:	1768653	
Registration Number:	1723245	
Registration Number:	2813995	XLR
Registration Number:	2358101	XTREME
Registration Number:	1598480	YUKON
Registration Number:	2316536	Z/28
Registration Number:	2485607	Z06
Registration Number:	2538434	Z06
Registration Number:	2008406	Z71
Registration Number:	2654527	Z71
Registration Number:	2308988	Z71
Registration Number:	2654525	ZR-1
Serial Number:	77621380	
Serial Number:	77621398	
Serial Number:	77635722	
Serial Number:	77635709	
Serial Number:	77635650	
Serial Number:	77635636	
Serial Number:	77635620	
Serial Number:	77635602	
Serial Number:	77635595	
Serial Number:	77315489	H3
Serial Number:	77312060	H3
Serial Number:	77554819	GOODWRENCH
Serial Number:	77126795	G | GOODWRENCH

Serial Number:	77127952	G

CORRESPONDENCE DATA

Fax Number: (313)665-4976
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 313-665-4719
Email: timothy.g.gorbatoff@gm.com
Correspondent Name: Timothy G. Gorbatoff
Address Line 1: 300 Renaissance Center
Address Line 2: MC#482-C23-B21
Address Line 4: Detroit, MICHIGAN 48265-3000

NAME OF SUBMITTER:	Timothy G. Gorbatoff
Signature:	/TGG/
Date:	01/28/2009

Total Attachments: 14
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Intellectual Property Pledge Agreement

INTELLECTUAL PROPERTY PLEDGE AGREEMENT, dated as of December 31, 2008, by General Motors Corporation (the "Borrower") and Annunciata Corporation, Argonaut Holdings, Inc., General Motors Asia Pacific Holdings, LLC, General Motors Asia, Inc., General Motors International Holdings, Inc., General Motors Overseas Corporation, General Motors Overseas Distribution Corporation, General Motors Product Services, Inc., General Motors Research Corporation, GM APO Holdings, LLC, GM Eurometals, Inc., GM Finance Co. Holdings LLC, GM GEFS L.P., GM Global Technology Operations, Inc., GM Global Tooling Company, Inc., GM LAAM Holdings, LLC, GM Preferred Finance Co. Holdings LLC, GM Technologies, LLC, GM-DI Leasing Corporation, GMOC Administrative Services Corporation, OnStar, LLC, Riverfront Holdings, Inc., Saturn Corporation, and Saturn Distribution Corporation (collectively, "Guarantors"), in favor of the United States Department of the Treasury (the "Secured Party").

RECITALS

The Borrower and the Guarantors are parties to the Loan and Security Agreement dated December 31, 2008 (the "Loan Agreement"), in favor of the Secured Party pursuant to which the Borrower and the Guarantors are required to execute and deliver this Intellectual Property Pledge Agreement;

Accordingly, for good and valuable consideration of the premises and to induce the Secured Party to enter into the Loan Agreement and to induce the Secured Party to make its extensions of credit to the Borrower under the Loan Agreement, Borrower and Guarantors hereby agree with the Secured Party as follows:

Section 1. Defined Terms

Unless otherwise defined herein, all capitalized terms used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Collateral

As security for the prompt and complete payment when due of the Obligations and the performance by the Borrower of all the covenants and obligations to be performed by it pursuant to the Loan Agreement and the other Loan Documents, the Borrower, and each Guarantor, in order to secure its guaranty under the Guaranty, hereby assigns and pledges to the Secured Party and grants to the Secured Party a Lien on and security interest in all of its rights, title and interest in and to the following property of the Borrower or such Guarantor, as the case may be, whether now owned or existing or hereafter acquired or arising and regardless of where located (the "Collateral"):

(a) All domestic and foreign letters patent, design patents, utility patents, industrial designs, and all intellectual property rights in inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, and other general intangibles of like nature, now existing or hereafter acquired or owned by any Loan Party (including, without limitation, all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how and formulae described in Exhibit A hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof;

(b) All domestic and foreign trademarks, service marks, collective marks, certification marks, trade dress, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, or acquired by any Loan Party (including, without limitation, all domestic and foreign trademarks, service marks, collective marks, certification marks, trade dress, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers described in Exhibit B hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks;

(c) All domestic and foreign copyrights, whether registered or unregistered, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising), in any and all media (whether now or hereafter developed), in and to all original works of authorship (including, without limitation, all marketing materials created by or on behalf of any Loan Party), acquired or owned by any Loan Party (including, without limitation, all copyrights described in Exhibit C hereto) all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, renewals, restorations, extensions or revisions thereof;

(d) all Proceeds with respect to the foregoing clauses (a) through (c); and

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(e) to the extent not included in the foregoing, all proceeds, products, offspring, rents, revenues, issues, profits, royalties, income, benefits, accessions, additions, substitutions and replacements of and to any and all of the foregoing.

Notwithstanding the foregoing, in no event shall the Collateral include any Excluded Collateral.

Section 3. Pledge Agreement

(a) THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT BUT, RATHER AS A SECURITY INTEREST THAT PROVIDES THE SECURED PARTY SUCH RIGHTS AS ARE PROVIDED TO HOLDERS OF SECURITY INTERESTS UNDER APPLICABLE LAW.

(b) The security interest granted pursuant to this Intellectual Property Pledge Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan Agreement and Borrower and each of the Guarantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the 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. In the event of any conflict between the terms of the Loan Agreement and this Intellectual Property Pledge Agreement, the Loan Agreement shall govern.

Section 4. Authorization

To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Collateral.

To the extent applicable, the parties hereto authorize and request that the Copyright Office of the United States record this security interest in the Collateral.

Section 5. Continuing Security Interest; Release And Discharge of Security Interest

(a) This Intellectual Property Pledge Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the Obligations have matured and have been paid and satisfied in full, (ii) be binding upon and inure to the benefit of the Loan Parties, each of the Loan Parties' executors, administrators, successors and assigns, and (iii) inure to the benefit of and be binding upon the Secured Party and its successors, transferees and assigns. Upon the payment and satisfaction in full of the Obligations, each Loan Party shall be entitled to the return, upon its request and at its expense, of such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof.

(b) **Release of Security Interest Upon Satisfaction of all Obligations.** Upon termination of this Intellectual Property Pledge Agreement and repayment to the Secured Party of all Obligations and the performance of all obligations under the Loan Documents, the Secured Party shall release its security interest in any remaining Collateral; provided, that if any payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or a trustee or similar officer for the Borrower or any substantial part of its Property, or otherwise, this Intellectual Property Pledge Agreement, all rights hereunder and the Liens created hereby shall continue to be effective, or be reinstated, until such payments have been made.

(c) **Partial Release of Collateral.** Provided that no Default or Event of Default shall then exist, the Borrower or a Guarantor may, in connection with any Disposition of any Collateral permitted under the Loan Agreement, obtain the release from the Lien of the Loan Documents of the portion of the Collateral sold, upon the satisfaction of the conditions set forth in the Loan Agreement.

Section 6. Miscellaneous

(d) **Waiver; Amendment**. None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Secured Party and the Loan Parties.

(e) **Notices**. Except as otherwise expressly permitted by this Intellectual Property Pledge Agreement, all notices, requests and other communications provided for herein (including, without limitation, any modifications of, or waivers, requests or consents under, this Intellectual Property Pledge Agreement) shall be given or made in writing (including, without limitation, by telecopy or Electronic Transmission) delivered to the intended recipient at the "Address for Notices" specified on the signatures pages hereof, beneath each party's name; or, as to any party, at such other address as shall be designated by such party in a written notice to each other party. Except as otherwise provided in this Intellectual Property Pledge Agreement, all such communications shall be deemed to have been duly given when transmitted by telecopier or Electronic Transmission or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid.

(f) **Miscellaneous.** The headings of the several sections and subsections in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. In the event that any provision of this Agreement shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Agreement which shall remain binding on all parties hereto.

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(g) **Intellectual Property Pledge Agreement Constitutes Security Agreement**. This Intellectual Property Pledge Agreement shall constitute a security agreement within the meaning of the Uniform Commercial Code.

(h) **Governing Law**. Insofar as there may be no applicable Federal law, this Intellectual Property Pledge Agreement shall be construed in accordance with the laws of the State of New York, without regard to any rule of conflicts of law (other than Section 5-1401 of the New York General Obligations Law) that would result in the application of the substantive law of any jurisdiction other than the State of New York. Nothing in this Intellectual Property Pledge Agreement shall require any unlawful action or inaction by either party.

(i) **Hypothecation or Pledge of Collateral**. Nothing in this Intellectual Property Pledge Agreement shall preclude the Secured Party from engaging in repurchase transactions with the Collateral or otherwise pledging, repledging, transferring, hypothecating, or rehypothecating the Collateral (subject to the interest of the relevant Senior Lien Lender). Nothing contained in this Intellectual Property Pledge Agreement shall obligate the Secured Party to segregate any Collateral delivered to the Secured Party by Borrower or any of the Guarantors.

(j) **Severability**. Any provision of this Intellectual Property Pledge Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. If any provision of this Intellectual Property Pledge Agreement shall be held invalid or unenforceable (in whole or in part) as against any one or more of Borrower and the Guarantors, then this Intellectual Property Pledge Agreement shall continue to be enforceable against all other Guarantors and Borrower, as applicable, without regard to any such invalidity or unenforceability.

(k) **Entire Agreement**. This Intellectual Property Pledge Agreement and the Loan Documents embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein and therein. No alteration, waiver, amendments, or change or supplement hereto shall be binding or effective unless the same is set forth in writing by a duly authorized representative of the Secured Party.

(l) **WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION AND VENUE; SERVICE OF PROCESS. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY:**

(A) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE GENERAL

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JURISDICTION OF ANY COURT OF THE STATE AND COUNTY OF NEW YORK, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK;

(B) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(C) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO ITS ADDRESS SET FORTH ON THE SIGNATURE PAGES HEREOF BENEATH EACH PARTY'S NAME, OR IN SECTION 11.02 OF APPENDIX A OF THE LOAN AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH THE PLEDGEE SHALL HAVE BEEN NOTIFIED; AND

(D) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION.

BORROWER AND EACH GUARANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY PLEDGE AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Pledge Agreement to be duly executed and delivered as of the day and year first above written.

GENERAL MOTORS CORPORATION
as Borrower

.....
By:_____
Title:

Address for Notices:
[ADDRESS]

[GUARANTORS]

.....
By:_____
Title:

Address for Notices:
[ADDRESS]

THE UNITED STATES DEPARTMENT OF THE TREASURY
as the Secured Party

.....
By:_____
Title:

Address for Notices:
The United States Department of the Treasury
1500 Pennsylvania Avenue, NW, Room 2312
Washington, D.C. 20220
Attention: Assistant General Counsel (Banking and Finance)
Facsimile: (202) 622-1974

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Exhibit A

Patents

Certain Patent applications and issued Patents filed either (a) by, or on behalf of, GM Daewoo Auto and Technology Company or (b) filed by, or on behalf of, Adam Opel GmbH, Saab Automobile AB and/or General Motors UK Ltd, but in any case owned by GM Global Technology Operations, Inc. are not included on this Exhibit A.

See attached Exhibits A(1)through (A)(6).

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Exhibit B

Trademarks

See Attached Exhibits B(1) through (B)(7).

Exhibit C

Copyrights

A Loan Party is the owner of record for the following copyright registrations; however, no warranty is made that a Loan Party owns actual title to any particular copyright registration included herein.

See attached Exhibits (C)(1) through (C)(3).

TRADEMARK
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Accepted and Agreed
as of the date first above written:

THE UNITED STATES DEPARTMENT OF THE TREASURY
as Secured Party

By: _____
Name: Neel Kashkari
Title: Interim Assistant Secretary of the Treasury
for Financial Stability

IN WITNESS WHEREOF, Borrower and each Guarantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

GENERAL MOTORS CORPORATION
as Borrower

By: _____
Name: Adil Mistry
Title: Assistant Treasurer

ANNUNCIATA CORPORATION,
ARGONAUT HOLDINGS, INC.,
GENERAL MOTORS ASIA, INC.,
GENERAL MOTORS ASIA PACIFIC HOLDINGS, LLC,
GENERAL MOTORS OVERSEAS CORPORATION,
GENERAL MOTORS OVERSEAS DISTRIBUTION CORPORATION,
GENERAL MOTORS PRODUCT SERVICES, INC.,
GENERAL MOTORS RESEARCH CORPORATION,
GM APO HOLDINGS, LLC,
GM EUROMETALS, INC.,
GM FINANCE CO. HOLDINGS LLC,
GM GEFS L.P.,
GM GLOBAL TECHNOLOGY OPERATIONS, INC.,
GM GLOBAL TOOLING COMPANY, INC.,
GM LAAM HOLDINGS, LLC,
GM PREFERRED FINANCE CO. HOLDINGS LLC,
GM TECHNOLOGIES, LLC,
GM-DI LEASING CORPORATION,
GMOC ADMINISTRATIVE SERVICES CORPORATION,
ONSTAR, LLC,
RIVERFRONT HOLDINGS, INC.,
SATURN CORPORATION, and
SATURN DISTRIBUTION CORPORATION,
each, as a Guarantor

By: _____
Name: Adil Mistry
Title: Vice President

GENERAL MOTORS INTERNATIONAL HOLDINGS, INC.,
as a Guarantor

By:
Name: Adil Mistry
Title: Vice President

Signature Page to Intellectual Property Security Agreement