

TO: SUBMITTER COMPANY: Faxed to Submitter's Fax Number

TO: TIMOTHY G. GORBATOFF COMPANY: 300 RENAISSANCE CENTER

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1                      04/15/2009  
 Stylesheet Version v1.1                    900131767

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Expiration Date	Entity Type
Saturn Corporation		04/09/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Citicorp USA, Inc. as agent for Bank Priority Secured Parties		
Street Address:	Two Penns Way		
Internal Address:	Suite 200		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	CORPORATION: Delaware      Citizenship: USA		
Name:	Citicorp USA, Inc. as agent for Hedge Priority Secured Parties		
Street Address:	Two Penns Way		
Internal Address:	Suite 200		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	CORPORATION: Delaware      Citizenship: USA		
<b>PROPERTY NUMBERS Total: 47</b>			
Property Type	Number	Word Mark	
Registration Number:	3403244	ASTRA	
Registration Number:	3230826	AURA	
Registration Number:	3259148	OUTLOOK	
Registration Number:	2988995	PEOPLE FIRST	
Registration Number:	2938818	RELAY	
Registration Number:	2436178	SATURN	

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Registration Number:	1987680	SATURN
Registration Number:	2510580	SATURN
Registration Number:	2439885	SATURN
Registration Number:	1762893	SATURN
Registration Number:	1748897	SATURN
Registration Number:	1747016	SATURN
Registration Number:	1762959	SATURN
Registration Number:	1731181	SATURN
Registration Number:	1775147	SATURN
Registration Number:	1768852	SATURN
Registration Number:	1746683	SATURN
Registration Number:	1777898	SATURN
Registration Number:	1780319	SATURN
Registration Number:	1867671	SATURN
Registration Number:	1867697	SATURN
Registration Number:	1747211	SATURN
Registration Number:	1875972	SATURN
Registration Number:	1770444	SATURN
Registration Number:	1748732	SATURN
Registration Number:	1770580	SATURN
Registration Number:	1784033	SATURN
Registration Number:	1748772	SATURN
Registration Number:	1762447	SATURN
Registration Number:	1748954	SATURN
Registration Number:	2003535	SATURN CAR CARE
Registration Number:	2437805	
Registration Number:	2485434	
Registration Number:	3461529	
Registration Number:	1797742	
Registration Number:	2438175	
Registration Number:	2346637	
Registration Number:	2436180	
Registration Number:	2436179	
Registration Number:	2436177	
Registration Number:	1733590	

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Registration Number:	2520242	
Registration Number:	1728489	
Registration Number:	2437908	
Registration Number:	3107734	SATURN SKY
Registration Number:	3107735	SKY
Registration Number:	2641066	VUE

**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@gmail.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:	04/15/2009

Total Attachments: 17  
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Execution Copy

## INTELLECTUAL PROPERTY PLEDGE AGREEMENT

**Intellectual Property Pledge Agreement** (the "Junior IP Pledge Agreement"), dated as of April \_\_, 2009, 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., Riverfront Holdings Phase II, Inc., Environmental Corporate Remediation Company, Inc., Grand Pointe Holdings, Inc., Remediation and Liability Management Company, Inc., GM Subsystems Manufacturing LLC, GM Global Steering Holdings LLC, Saturn Corporation ("Saturn"), and Saturn Distribution Corporation (collectively, the "Guarantors," and collectively with Borrower, the "Grantors"), in favor of Citicorp USA, Inc. as Agent (in such capacity, the "Bank Priority Representative") for the Bank Priority Secured Parties and as Agent (in such capacity, the "Hedge Priority Representative") for the Hedge Priority Secured Parties. References herein to "Agent" shall mean Citicorp USA, Inc. in its capacities as Bank Priority Representative and as Hedge Priority Representative.) (References herein to "Secured Parties" shall mean collectively the Bank Priority Secured Parties and the Hedge Priority Secured Parties).

### RECITALS

Pursuant to the Amended and Restated Credit Agreement, dated as of July 20, 2006 (as amended by the First Amendment and Consent thereto, dated as of February 11, 2009, as the same may from time to time be further amended, modified or otherwise supplemented, the "Credit Agreement") among the Borrower, General Motors of Canada Limited ("GM Canada"), Saturn, the financial institutions and other entities from time to time parties thereto and Citicorp USA, Inc., as administrative agent, the Lenders have agreed to make loans and other financial accommodations to the Borrower and GM Canada upon the terms and subject to the conditions set forth therein;

The Borrower and the Guarantors are parties to the Guaranty and Security Agreement, dated as of February 11, 2009 (the "Junior Security Agreement"), in favor of the Bank Priority Representative, as agent for the Bank Priority Secured Parties, and the Hedge Priority Representative, as agent for the Hedge Priority Secured Parties, pursuant to which, among other things, the Borrower and the Guarantors are required to execute and deliver this Junior IP Pledge Agreement;

The Borrower and the Guarantors are parties to the Intercreditor Agreement, dated as of February 11, 2009 (the "Intercreditor Agreement"), with the Bank Priority Representative, as agent for the Bank Priority Secured Parties, the Hedge Priority Representative, as agent for the Hedge Priority Secured Parties, and the UST Representative; and

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Accordingly, for good and valuable consideration of the premises, receipt of which by the parties hereto is hereby acknowledged, the parties hereto hereby agree as follows:

### Section 1. Defined Terms

Unless otherwise defined herein, all capitalized terms used herein have the meaning given to them or provided by reference in the Credit Agreement or in the Junior Security Agreement as the context requires.

### Section 2. Grant of Security Interests in IP Collateral

(a) **Grant of Bank Priority Security Interest.** As security for the prompt and complete payment when due of the Bank Priority Obligations and the performance by each Grantor of all the covenants and obligations to be performed by it pursuant to the Credit Agreement and the other Loan Documents, each Grantor, in order to secure its guaranty under the Junior Security Agreement (or, in the case of Saturn, its guaranty under the Credit Agreement), hereby mortgages, pledges, and grants to the Bank Priority Representative, for the ratable benefit of the Bank Priority Secured Parties, a Lien (having the priorities set forth in the Intercreditor Agreement and Annex A to the Junior Security Agreement) on and security interest in all of its rights, title and interest in and to the following property of such Grantor, as the case may be, whether now owned or existing or hereafter acquired or arising and regardless of where located (the "IP Collateral"):

(i) 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 the Grantor (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;

(ii) 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 the Grantor (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

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United States, any state thereof or any other country or any political subdivision thereof), all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks:

(iii) 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 the Grantor), acquired or owned by the Grantor (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;

(iv) all Proceeds with respect to the foregoing clauses (i) through (iii);  
and

(v) 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;

in each case howsoever such Grantor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise); provided that, notwithstanding anything to the contrary contained herein or in any other Loan Document, the terms "IP Collateral" (as used herein) or "Additional Collateral" (as used in the Credit Agreement and the Junior Security Agreement) and each other term used in the definition thereof shall not include, and no Grantor is pledging or granting a security interest in, any Property to the extent that (a) such Property constitutes Excluded Collateral or (b) if such Grantor has not purported to grant a first lien security interest in such Property to the UST Agent, provided further, however, that if and when, and to the extent that, any Property ceases to be Excluded Collateral and the relevant Grantor has purported to grant a first lien security interest in such Property to the UST Agent, such Grantor hereby grants to the Bank Priority Representative, for the ratable benefit of the Bank Priority Creditors, and at all times from and after such date, the Bank Priority Representative shall have a Lien (having the priorities set forth in the Intercreditor Agreement and Annex A to the Junior Security Agreement) in and on such Property, and such Grantor shall cooperate in all respects to ensure the prompt perfection of the Bank Priority Representative's security interest therein.

(b) **Grant of Hedge Priority Security Interest.** As security for the prompt and complete payment when due of the Hedge Priority Obligations and the performance by each Grantor of all the covenants and obligations to be performed by it pursuant to the Credit Agreement and the other Loan Documents, each Grantor hereby mortgages, pledges and grants to the Hedge Priority Representative, for the ratable benefit of the Hedge Priority Secured Parties, a Lien on and security interest in all of its rights, title and interest in and to the IP Collateral; provided that, notwithstanding anything to the contrary contained herein or in any other Loan Document, the terms "IP Collateral" (as used herein) or "Additional Collateral" (as

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used in the Credit Agreement and the Junior Security Agreement) and each other term used in the definition thereof shall not include, and no Grantor is pledging or granting a security interest in, any Property to the extent that (a) such Property constitutes Excluded Collateral or (b) if such Grantor has not purported to grant a first lien security interest in such Property to the UST Agent, provided further, however, that if and when, and to the extent that, any Property ceases to be Excluded Collateral and the relevant Grantor has purported to grant a first lien security interest in such Property to the UST Agent, such Grantor hereby grants to the Hedge Priority Representative, for the ratable benefit of the Hedge Priority Secured Parties, and at all times from and after such date, the Hedge Priority Representative shall have a Lien in and on such Property, and such Grantor shall cooperate in all respects to ensure the prompt perfection of the Hedge Priority Representative's security interest therein.

(c) **Intercreditor Provisions.**

(i) Intercreditor Matters among Secured Parties. Notwithstanding anything to the contrary herein, until the First Priority Obligations Payment Date (as defined in Annex A to the Junior Security Agreement), the rights of the Hedge Priority Secured Parties under this Junior IP Pledge Agreement shall be subject to the intercreditor provisions set forth in Annex A to the Junior Security Agreement.

(ii) Intercreditor Matters with UST Representative. Notwithstanding anything to the contrary herein, the rights of the Secured Parties under this Junior IP Pledge Agreement shall be subject to the provisions of the Intercreditor Agreement.

**Section 3. Pledge Agreement**

(a) THE INTERESTS IN THE IP COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT BUT, RATHER AS SECURITY INTERESTS THAT PROVIDE THE BANK PRIORITY SECURED PARTIES AND THE HEDGE PRIORITY SECURED PARTIES SUCH RIGHTS AS ARE PROVIDED TO HOLDERS OF SECURITY INTERESTS UNDER APPLICABLE LAW.

(b) The security interests granted pursuant to this Junior IP Pledge Agreement are granted in conjunction with the security interests granted to the Bank Priority Representative and the Hedge Priority Representative pursuant to the Junior Security Agreement and the Borrower and each of the Guarantors hereby acknowledge and affirm that the rights and remedies of the Bank Priority Representative and the Hedge Priority Representative with respect to the security interests in the IP Collateral made and granted hereby are more fully set forth in the Junior Security Agreement, the terms and provisions of which (including Annex A thereto) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of the Junior Security Agreement and this Junior IP Pledge Agreement, the Junior Security 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 IP Collateral.

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

**Section 5. Continuing Security Interest; Release and Discharge of Security Interest**

(a) This Junior IP Pledge Agreement shall create a continuing security interest in the IP Collateral and shall (i) remain in full force and effect until released in accordance with Section 5(b) or Section 10.13 of the Credit Agreement, (ii) be binding upon and inure to the benefit of the Borrower and each Guarantor, each of their executors, administrators, successors and assigns, and (iii) inure to the benefit of and be binding upon the Bank Priority Representative and the Hedge Priority Representative and their respective successors, transferees and assigns. Upon the payment and satisfaction in full of the Secured Obligations (whether or not the Hedge Priority Obligations are paid or satisfied), the Borrower and each Guarantor shall be entitled to the return, upon its request and at its expense, of such of the IP Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof.

(b) Release Provisions

(i) Release of Lien and Security Interest Upon Satisfaction of all Obligations.

(A) With respect to both of the Bank Priority Representative and the Hedge Priority Representative, upon termination of the Junior Security Agreement and the indefeasible payment in full of the Secured Obligations and the termination of the Extended Secured Commitments, each of the Bank Priority Representative and the Hedge Priority Representative shall release its Lien and security interest in the IP Collateral, (B) with respect to the Bank Priority Representative only, upon the indefeasible payment in full of the Bank Priority Obligations, the Bank Priority Representative shall release its Lien and security interest in the IP Collateral and (C) with respect to the Hedge Priority Representative only, upon the indefeasible payment in full of the Hedge Priority Obligations, the Hedge Priority Representative shall release its Lien and security interest in the IP Collateral; provided in each case that if any payment, or any part thereof, of any of the Credit Agreement Obligations is rescinded or must otherwise be restored or returned by any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower and/or any Guarantor 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 and/or any Guarantor or any substantial part of the Borrower or any Guarantor's Property (as defined in the Credit Agreement), or otherwise, this Junior IP Pledge Agreement, all rights hereunder and the applicable Liens created hereby shall continue to be effective, or be reinstated, until such payments have been made.

(ii) Partial Release of IP Collateral. Provided that no Event of Default shall then exist, each of the Bank Priority Representative and the Hedge Priority Representative shall, in connection with any Disposition of any portion of the IP Collateral (other than Dispositions of IP Collateral between and among Grantors (as defined in the Junior Security Agreement), release from the Lien of this Junior IP Pledge Agreement the IP Collateral or portion thereof Disposed of. For the avoidance of doubt, the Lien of each of the Bank Priority Representative and the Hedge Priority Representative on the IP Collateral shall not be released in connection with the

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Disposition of the IP Collateral or any part thereof between and among Grantors (as defined in the Junior Security Agreement) and Pledged Entities that are not Foreign Subsidiaries.

(iii) **Property Released by UST Representative.** Notwithstanding anything herein to the contrary, to the extent that the IP Collateral or any portion thereof is released from the Lien of the UST Representative (as defined in the Intercreditor Agreement), the Lien of each of the Bank Priority Representative and the Hedge Priority Representative on the IP Collateral or such portion thereof shall be released in accordance with Section 10.13 of the Credit Agreement.

#### Section 6. Miscellaneous

(a) **Waiver; Amendments in Writing.** None of the terms or provisions of this Junior IP Pledge Agreement may be waived, amended, supplemented or otherwise modified except in accordance with subsection 10.1A of the Credit Agreement.

(b) **Notices.** Except as otherwise expressly permitted by this Junior IP Pledge Agreement, all notices, requests and other communications provided for herein (including, without limitation, any modifications of, or waivers, requests or consents under, this Junior IP 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 Junior IP 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.

(c) **Section Headings.** The section and subsection headings used in this Junior IP Pledge Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

(d) **Counterparts.** This Junior IP Pledge Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument and any of the parties hereto may execute this Junior IP Pledge Agreement by signing any such counterpart.

(e) **Junior IP Pledge Agreement Constitutes Security Agreement.** This Junior IP Pledge Agreement shall constitute a security agreement within the meaning of the Uniform Commercial Code.

(f) **GOVERNING LAW. THIS JUNIOR IP 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 AGREEMENT SHALL REQUIRE ANY UNLAWFUL ACTION OR INACTION BY EITHER PARTY.**

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(g) **Hypothecation or Pledge of IP Collateral.** Nothing in this Junior IP Pledge Agreement shall preclude the Bank Priority Representative or the Hedge Priority Representative from engaging in repurchase transactions with the IP Collateral or otherwise pledging, repledging, transferring, hypothecating, or rehypothecating the IP Collateral (subject to the interest of the relevant senior secured parties). Nothing contained in this Junior IP Pledge Agreement shall obligate the Bank Priority Representative or the Hedge Priority Representative to segregate any IP Collateral delivered to the Bank Priority Representative or the Hedge Priority Representative by the Borrower or any of the Guarantors.

(h) **Severability.** Any provision of this Junior IP 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 Junior IP Pledge Agreement shall be held invalid or unenforceable (in whole or in part) as against the Borrower or any one or more Guarantors, then this Junior IP Pledge Agreement shall continue to be enforceable against the Borrower and all other Guarantors without regard to any such invalidity or unenforceability.

(i) **Entire Agreement.** This Junior IP 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 Bank Priority Representative and the Hedge Priority Representative. In the event that any provision of this Junior IP Pledge Agreement shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Junior IP Pledge Agreement which shall remain binding on all parties hereto.

(j) **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 JUNIOR IP PLEDGE AGREEMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE GENERAL 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;

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(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 JUNIOR IP PLEDGE AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

[SIGNATURE PAGE FOLLOWS]

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

GENERAL MOTORS CORPORATION  
as Borrower

By:   
Name: Adil Mistry  
Title: Assistant Treasurer

Address for Notices:  
767 Fifth Avenue, 14th Floor  
New York, NY 10153


Attention: Adil Mistry  
Telephone: (212) 418-3507  
Facsimile: (212) 418-3695

*Signature Page to Intellectual Property Security Agreement*

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ANNUNCIATA CORPORATION,  
ARGONAUT HOLDINGS, INC.,  
ENVIRONMENTAL CORPORATE  
REMEDICATION COMPANY, 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.,

each, as a Guarantor

By:   
Name: Adil Mistry  
Title: Vice-President

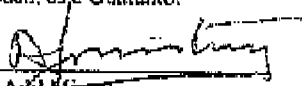
Address for Notices:  
767 Fifth Avenue, 14th Floor  
New York, NY 10153

Attention: Adil Mistry  
Telephone: (212) 418-3507  
Facsimile: (212) 418-3695

*Signature Page to Intellectual Property Security Agreement*

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GM GLOBAL STEERING HOLDINGS LLC,  
GM GLOBAL TECHNOLOGY OPERATIONS,  
INC.,  
GM GLOBAL TOOLING COMPANY, INC.,  
GM LAAM HOLDINGS, LLC,  
GM PREFERRED FINANCE CO. HOLDINGS  
LLC,  
GM SUBSYSTEMS MANUFACTURING LLC,  
GM TECHNOLOGIES, LLC,  
GM-DI LEASING CORPORATION,  
GMOC ADMINISTRATIVE SERVICES  
CORPORATION,  
GRAND POINTE HOLDINGS, INC.,  
ONSTAR, LLC,  
REMEDICATION AND LIABILITY  
MANAGEMENT COMPANY, INC.,  
RIVERFRONT HOLDINGS, INC.,  
RIVERFRONT HOLDINGS PHASE II INC.,  
SATURN CORPORATION, and  
SATURN DISTRIBUTION CORPORATION,  
each, as a Guarantor

By:   
Name: Adil Mistry  
Title: Vice President

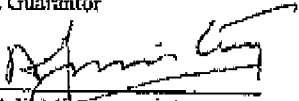
Address for Notices:  
767 Fifth Avenue, 14th Floor  
New York, NY 10153

Attention: Adil Mistry  
Telephone: (212) 418-3507  
Facsimile: (212) 418-3695

*Signature Page to Intellectual Property Security Agreement*

TO:TIMOTHY G. GORBATOFF COMPANY:300 RENAISSANCE CENTER

**GENERAL MOTORS INTERNATIONAL  
HOLDINGS, INC.,**  
as a Guarantor

By:   
Name: Adil Mistry  
Title: Vice President

Address for Notices:  
767 Fifth Avenue, 14th Floor  
New York, NY 10153

Attention: Adil Mistry  
Telephone: (212) 418-3507  
Facsimile: (212) 418-3695

*Signature Page to Intellectual Property Security Agreement*

TO:TIMOTHY G. GORBATOFF COMPANY:300 RENAISSANCE CENTER

**CITICORP USA, INC.**  
as Bank Priority Representative

By:   
Name: \_\_\_\_\_  
Title: **Matthew Paquin**  
**Vice President**

Address for notices:  
Citicorp USA, Inc.  
Global Loans Support Services  
Two Penns Way, Suite 200  
New Castle, Delaware 19720  
Attention: Carin Seals  
Telecopy: 212-994-0951

*Signature Page to Intellectual Property Security Agreement*



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TO:TIMOTHY G. GORBATOFF COMPANY:300 RENAISSANCE CENTER

**CITICORP USA, INC.**  
as Hedge Priority Representative

By:   
Name: **Matthew Paquin**  
Title: **Vice President**

*Address for notices:*  
Citicorp USA, Inc.  
Global Loans Support Services  
Two Penns Way, Suite 200  
New Castle, Delaware 19720  
Attention: Carin Seals  
Telecopy: 212-994-0961

*Signature Page to Intellectual Property Security Agreement*

TO:TIMOTHY G. CORBATOFF COMPANY:300 RENAISSANCE CENTER

**Exhibit A**

**Patents**

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

TO:TIMOTHY G. GORBATOFF COMPANY:300 RENAISSANCE CENTER

Execution Copy

**Exhibit B**

**Trademarks**

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

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*Exhibits to Intellectual Property Security Agreement*  
N71-11612061021342P021.DOC 72340.06.13

**TRADEMARK**  
**REEL: 003978 FRAME: 0802**

TO:TIMOTHY G. CORBATOFF COMPANY:300 RENAISSANCE CENTER

Execution Copy

**Exhibit C**

**Copyrights**

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

*Signature Page to Intellectual Property Security Agreement*

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