

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Saturn, LLC	FORMERLY Saturn Corporation	07/10/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Motors Company
Street Address:	300 Renaissance Center
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48265-3000
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 47**

Property Type	Number	Word Mark
Registration Number:	3403244	ASTRA
Registration Number:	3230826	AURA
Registration Number:	3259143	OUTLOOK
Registration Number:	2968665	PEOPLE FIRST
Registration Number:	2938818	RELAY
Registration Number:	2439865	SATURN
Registration Number:	2436178	SATURN
Registration Number:	2510560	SATURN
Registration Number:	1937630	SATURN
Registration Number:	1762693	SATURN
Registration Number:	1749697	SATURN
Registration Number:	1746683	SATURN
Registration Number:	1746732	SATURN
Registration Number:	1764033	SATURN

CH \$1190.00 3403244

Registration Number:	1746772	SATURN
Registration Number:	1762447	SATURN
Registration Number:	1746954	SATURN
Registration Number:	1747016	SATURN
Registration Number:	1769959	SATURN
Registration Number:	1751181	SATURN
Registration Number:	1775147	SATURN
Registration Number:	1768652	SATURN
Registration Number:	1777898	SATURN
Registration Number:	1780319	SATURN
Registration Number:	1667671	SATURN
Registration Number:	1667697	SATURN
Registration Number:	1747211	SATURN
Registration Number:	1675972	SATURN
Registration Number:	1770444	SATURN
Registration Number:	1770560	SATURN
Registration Number:	2003535	SATURN CAR CARE
Registration Number:	2437908	
Registration Number:	2437905	
Registration Number:	2485434	
Registration Number:	1797742	
Registration Number:	2436175	
Registration Number:	3461529	
Registration Number:	2346637	
Registration Number:	2436180	
Registration Number:	2436179	
Registration Number:	2436177	
Registration Number:	1733590	
Registration Number:	2520242	
Registration Number:	1728489	
Registration Number:	3107734	SATURN SKY
Registration Number:	3107735	SKY
Registration Number:	2641055	VUE

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 004040 FRAME: 0098**

Fax Number: (313)665-4976  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 313-665-4697  
Email: lisa.k.benkarski@gm.com  
Correspondent Name: Lisa Benkarski  
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:	08/07/2009

Total Attachments: 13  
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**OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of July 10, 2009, is made by and among Motors Liquidation Company (formerly known as General Motors Corporation), a Delaware corporation ("Parent"), Saturn LLC, a Delaware limited liability company ("S LLC"), Saturn Distribution Corporation, a Delaware corporation ("S Distribution"), and Chevrolet-Saturn of Harlem, Inc. ("Harlem," and together with Parent, S LLC and S Distribution, each an "Assignor," and collectively, "Assignors"), and General Motors Company (formerly known as NGMCO, Inc.), a Delaware corporation and successor-in-interest to Vehicle Acquisition Holdings, LLC ("Assignee"). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Purchase Agreement (as defined below).

**RECITALS**

WHEREAS, Assignors and Assignee are parties to that certain Amended and Restated Master Sale and Purchase Agreement, dated as of June 26, 2009, as amended (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignors desire to sell, transfer, assign, convey and deliver to Assignee, and Assignee desires to purchase, accept and acquire from Assignors all of Assignors' right, title and interest in and to all Intellectual Property and all rights and benefits associated with the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Assignment. Assignors hereby sell, transfer, assign, convey and deliver to Assignee all right, title and interest that Assignors possess in and to all (a) Intellectual Property, whether owned, licensed or otherwise held, and whether or not registrable (including any Trademarks and other Intellectual Property for the Discontinued Brands), and (b) all rights and benefits associated with the foregoing, including all rights to sue or recover for past, present and future infringement, misappropriation, dilution, unauthorized use or other impairment or violation of any of the foregoing and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing (the "Assigned Intellectual Property"). The Assigned Intellectual Property shall include all (a) Patents set forth on Exhibit A, (b) Trademarks set forth on Exhibit B and (c) Copyrights set forth on Exhibit C.

Section 2. Further Assurances. Assignors shall execute any other documentation and take such other actions, at Assignee's sole cost and expense, as may be reasonably requested by Assignee to enable Assignee to perfect and sustain its rights in and to the Assigned Intellectual Property.

Section 3. Power of Attorney. Each Assignor irrevocably constitutes and appoints Assignee the true and lawful attorney of such Assignor with full power of substitution and gives and grants unto Assignee full power and authority in the name and stead of such Assignor, but on behalf and for the benefit of Assignee, at any time and from time to time, to demand, sue for,

recover and receive any and all Claims of every kind and description whatsoever incident or relating to the Assigned Intellectual Property and to do all acts and things in relation to the Assigned Intellectual Property that Assignee shall deem desirable, for the purpose of fully vesting in Assignee all right, title and interest in and to the Assigned Intellectual Property. Such power of attorney is coupled with an interest and is irrevocable by such Assignor, by reason of such Assignor's dissolution or for any reason whatsoever.

Section 4. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AGREEMENT, ASSIGNORS DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN CONNECTION WITH OR WITH RESPECT TO ANY OF THE ASSIGNED INTELLECTUAL PROPERTY OR OTHERWISE WITH RESPECT TO THIS AGREEMENT, INCLUDING ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, TITLE OR NON-INFRINGEMENT. ALL OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED. EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, ASSIGNORS ARE ASSIGNING THE ASSIGNED INTELLECTUAL PROPERTY TO ASSIGNEE ON AN "AS-IS, WHERE-IS" BASIS.

Section 5. Conflicts with Purchase Agreement. This Agreement is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including the representations, warranties, covenants and agreements set forth in the Purchase Agreement), all of which are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

Section 6. Miscellaneous.

(a) Governing Law. The construction, interpretation and other matters arising out of or in connection with this Agreement shall in all respects be governed by and construed (i) to the extent applicable, in accordance with the Bankruptcy Code and (ii) to the extent the Bankruptcy Code is not applicable, in accordance with the Laws of the State of New York, without giving effect to rules governing the conflicts of laws.

(b) Successors and Assigns; No Third Party Beneficiaries. This Agreement is for the sole benefit of Assignors, Assignee and their respective successors and permitted assigns, and nothing express or implied in this Agreement is intended or shall be construed to confer upon or give to any Person, other than Assignors, Assignee and their respective successors and permitted assigns, any legal or equitable Claims of any nature whatsoever under or by reason of this Agreement.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. All signatures of Assignors and Assignee may be transmitted by facsimile or electronic submission, and each such facsimile signature or electronic

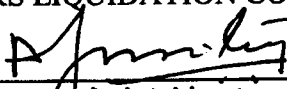
delivery signature (including a pdf signature) shall, for all purposes, be deemed to be the original signature of the Party whose signature it reproduces and shall be binding upon such Party.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Omnibus Intellectual Property Assignment Agreement to be duly executed the day and year first written above.

**ASSIGNORS:**

MOTORS LIQUIDATION COMPANY

By:   
Name: Adil Mistry  
Title: Assistant Treasurer

SATURN LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SATURN DISTRIBUTION CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CHEVROLET-SATURN OF HARLEM, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

GENERAL MOTORS COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this Omnibus Intellectual Property Assignment Agreement to be duly executed the day and year first written above.

**ASSIGNORS:**

MOTORS LIQUIDATION COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SATURN LLC

By: Ted Stenger  
Name: Ted Stenger  
Title: Executive Vice President

SATURN DISTRIBUTION CORPORATION

By: Ted Stenger  
Name: Ted Stenger  
Title: Executive Vice President

CHEVROLET-SATURN OF HARLEM, INC.

By: Ted Stenger  
Name: Ted Stenger  
Title: Executive Vice President

**ASSIGNEE:**

GENERAL MOTORS COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the undersigned have caused this Omnibus Intellectual Property Assignment Agreement to be duly executed the day and year first written above.

**ASSIGNORS:**

MOTORS LIQUIDATION COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SATURN LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SATURN DISTRIBUTION CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CHEVROLET-SATURN OF HARLEM, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

GENERAL MOTORS COMPANY

By: SA Malik  
Name: Sadia A. Malik  
Title: Vice President and Treasurer

State of NEW YORK )  
 ) ss.  
County of NEW YORK )

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this \_\_\_ day of July, 2009, by Adil Mistry, the Assistant Treasurer of Motors Liquidation Company (formerly known as General Motors Corporation), a Delaware corporation.

Eileen Lechki  
Notary Public

**EILEEN LECHKI**  
Notary Public, State of New York  
01 LE No: 41-4006068  
Qualified in Queens County  
Commission Expires April 11, 2011

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this \_\_\_ day of July, 2009, by \_\_\_\_\_, the \_\_\_\_\_ of Saturn LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this \_\_\_ day of July, 2009, by \_\_\_\_\_, the \_\_\_\_\_ of Saturn Distribution Corporation, a Delaware corporation.

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this \_\_\_\_ day of July, 2009, by \_\_\_\_\_, the \_\_\_\_\_ of Motors Liquidation Company (formerly known as General Motors Corporation), a Delaware corporation.

\_\_\_\_\_  
Notary Public

State of New York )  
 ) ss.  
County of New York )

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this \_\_\_\_ day of July, 2009, by Ted Stenger, the Executive Vice President of Saturn LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public

JOHN ELLSWORTH  
Notary Public, State of New York  
No. 01EL4995735  
Qualified in New York County  
Commission Expires June 6, 2010

State of New York )  
 ) ss.  
County of New York )


The foregoing instrument was acknowledged before me, the undersigned Notary Public, this \_\_\_\_ day of July, 2009, by Ted Stenger, the Executive Vice President of Saturn Distribution Corporation, a Delaware corporation.

\_\_\_\_\_  
Notary Public

JOHN ELLSWORTH  
Notary Public, State of New York  
No. 01EL4995735  
Qualified in New York County  
Commission Expires June 6, 2010

State of New York )  
 ) ss.  
County of New York )

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this \_\_\_ day of July, 2009, by Ted Stenger, the Executive Vice President of Chevrolet-Saturn of Harlem, Inc., a Delaware corporation.

  
\_\_\_\_\_  
Notary Public

JOHN ELLSWORTH  
Notary Public, State of New York  
No. 01EL4995735  
Qualified in New York County  
Commission Expires June 6, 2010

**Exhibit A**

**Patents**

**[attached]**

**EXHIBIT A TO OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

1759822

**TRADEMARK  
REEL: 004040 FRAME: 0109**

**Exhibit B**  
**Trademarks**  
**[attached]**

EXHIBIT B TO OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

1759822

TRADEMARK  
REEL: 004040 FRAME: 0110

SATURN	ASTRA	UNITED STATES	R	3403244	3/25/2008	12
SATURN	AURA	UNITED STATES	R	3230826	4/17/2007	12
SATURN	OUTLOOK	UNITED STATES	R	3259143	7/3/2007	12
SATURN	PEOPLE FIRST	UNITED STATES	R	2968665	7/12/2005	12
SATURN	RELAY	UNITED STATES	R	2938818	4/5/2005	12
SATURN	SATURN	UNITED STATES	R	2439865	4/3/2001	9
SATURN	SATURN	UNITED STATES	R	2436178	3/20/2001	11
SATURN	SATURN	UNITED STATES	R	2510560	11/20/2001	37
SATURN	SATURN	UNITED STATES	R	1937630	11/28/1995	37, 42
SATURN	SATURN (SPECIAL FORM)	UNITED STATES	R	1762693	4/6/1993	12
SATURN	SATURN AND LOGO I	UNITED STATES	R	1749697	2/2/1993	1
SATURN	SATURN AND LOGO I	UNITED STATES	R	1746683	1/19/1993	2
SATURN	SATURN AND LOGO I	UNITED STATES	R	1746732	1/19/1993	4
SATURN	SATURN AND LOGO I	UNITED STATES	R	1764033	4/13/1993	6
SATURN	SATURN AND LOGO I	UNITED STATES	R	1746772	1/19/1993	6
SATURN	SATURN AND LOGO I	UNITED STATES	R	1762447	4/6/1993	7
SATURN	SATURN AND LOGO I	UNITED STATES	R	1746954	1/19/1993	9
SATURN	SATURN AND LOGO I	UNITED STATES	R	1747016	1/19/1993	11
SATURN	SATURN AND LOGO I	UNITED STATES	R	1769959	5/11/1993	12
SATURN	SATURN AND LOGO I	UNITED STATES	R	1751181	2/9/1993	12
SATURN	SATURN AND LOGO I	UNITED STATES	R	1775147	6/8/1993	14
SATURN	SATURN AND LOGO I	UNITED STATES	R	1768652	5/4/1993	17
SATURN	SATURN AND LOGO I	UNITED STATES	R	1777898	6/22/1993	20
SATURN	SATURN AND LOGO I	UNITED STATES	R	1780319	7/6/1993	21
SATURN	SATURN AND LOGO I	UNITED STATES	R	1667671	12/10/1991	24
SATURN	SATURN AND LOGO I	UNITED STATES	R	1667697	12/10/1991	25
SATURN	SATURN AND LOGO I	UNITED STATES	R	1747211	1/19/1993	27
SATURN	SATURN AND LOGO I	UNITED STATES	R	1675972	2/18/1992	28
SATURN	SATURN AND LOGO I	UNITED STATES	R	1770444	5/11/1993	37
SATURN	SATURN AND LOGO I	UNITED STATES	R	1770560	5/11/1993	42
SATURN	SATURN CAR CARE	UNITED STATES	R	2003535	9/24/1996	36, 37
SATURN	SATURN LOGO	UNITED STATES	R	2437908	3/27/2001	9
SATURN	SATURN LOGO	UNITED STATES	R	2437905	3/27/2001	11
SATURN	SATURN LOGO	UNITED STATES	R	2485434	9/4/2001	12
SATURN	SATURN LOGO	UNITED STATES	R	1797742	10/12/1993	14
SATURN	SATURN LOGO	UNITED STATES	R	2436175	3/20/2001	14
SATURN	SATURN LOGO	UNITED STATES	R	3461529	7/8/2008	14
SATURN	SATURN LOGO	UNITED STATES	R	2346637	5/2/2000	16
SATURN	SATURN LOGO	UNITED STATES	R	2436180	3/20/2001	18
SATURN	SATURN LOGO	UNITED STATES	R	2436179	3/20/2001	20
SATURN	SATURN LOGO	UNITED STATES	R	2436177	3/20/2001	21
SATURN	SATURN LOGO	UNITED STATES	R	1733590	11/17/1992	37
SATURN	SATURN LOGO	UNITED STATES	R	2520242	12/18/2001	37
SATURN	SATURN LOGO	UNITED STATES	R	1728489	10/27/1992	42
SATURN	SATURN SKY	UNITED STATES	R	3107734	6/20/2006	12
SATURN	SKY	UNITED STATES	R	3107735	6/20/2006	12
SATURN	VUE	UNITED STATES	R	2641055	10/22/2002	12

**Exhibit C**

**Copyrights**

**[attached]**

**EXHIBIT C TO OMBUS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**RECORDED: 08/07/2009**

**TRADEMARK  
REEL: 004040 FRAME: 0112**