

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United States Department of the Treasury		07/09/2009	U.S. Government: UNITED STATES

RECEIVING PARTY DATA

Name:	Saturn, LLC (f/k/a Saturn Corporation)
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:	2968865	PEOPLE FIRST
Registration Number:	2938818	RELAY
Registration Number:	2436178	SATURN
Registration Number:	1937630	SATURN
Registration Number:	2510560	SATURN
Registration Number:	2439865	SATURN
Registration Number:	1762693	SATURN
Registration Number:	1749697	SATURN
Registration Number:	1747016	SATURN
Registration Number:	1769959	SATURN

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Registration Number:	1751181	SATURN
Registration Number:	1775147	SATURN
Registration Number:	1768652	SATURN
Registration Number:	1746683	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:	1746732	SATURN
Registration Number:	1770560	SATURN
Registration Number:	1764033	SATURN
Registration Number:	1746772	SATURN
Registration Number:	1762447	SATURN
Registration Number:	1746954	SATURN
Registration Number:	2003535	SATURN CAR CARE
Registration Number:	2437905	
Registration Number:	2485434	
Registration Number:	3461529	
Registration Number:	1797742	
Registration Number:	2436175	
Registration Number:	2346637	
Registration Number:	2436180	
Registration Number:	2436179	
Registration Number:	2436177	
Registration Number:	1733590	
Registration Number:	2520242	
Registration Number:	1728489	
Registration Number:	2437908	
Registration Number:	3107734	SATURN SKY
Registration Number:	3107735	SKY
Registration Number:	2641055	VUE

CORRESPONDENCE DATA

Fax Number: (248)267-4285
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:	08/20/2009

Total Attachments: 11
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release Agreement"), effective as of July 9, 2009, is made by The United States Department of Treasury (the "Secured Party") in favor of (A) Motors Liquidation Company (f/k/a General Motors Corporation) (the "Borrower") and (B) each of 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 LLC (f/k/a Saturn Corporation), and Saturn Distribution Corporation (collectively, "Guarantors"). All terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Loan Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 31, 2008 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") and that certain Intellectual Property Pledge Agreement, dated as of December 31, 2008 (as amended, supplemented or otherwise modified from time to time, the "IP Pledge Agreement"), the Borrower and each Guarantor granted to the Secured Party a Lien on and security interest in all of such Borrower's and Guarantor's Intellectual Property (as defined in the Loan Agreement) and Collateral (as defined in the IP Pledge Agreement; the Intellectual Property and Collateral of the Borrower and all Guarantors, collectively, "Borrower IP") including the Patents listed on Exhibit A, the Trademarks listed on Exhibit B and the Copyrights listed on Exhibit C hereto (such Patents, Trademarks and Copyrights, collectively, the "Registered IP");

WHEREAS, in accordance with the Loan Agreement, the Borrower and Guarantors executed the IP Pledge Agreement for the purpose of recording the grant of the security interest in the Registered IP with the United States Patent and Trademark Office, the United States Copyright Office and certain other offices and/or agencies in jurisdictions outside of the United States;

WHEREAS, in accordance with the Post-Closing Letter Agreement under the Loan Agreement, dated as of December 31, 2008 (the "Post-Closing Letter"), in the United States, the IP Pledge Agreement was subsequently (A) filed with the United States Patent and Trademark Office and (1) with respect to Patents, recorded on February 3, 2009 at Reel 022191, Frame 0254, at Reel 022195, Frame 0334, and at Reel 022201, Frame 0363, and on February 4, 2009 at Reel 022201, Frame 0405, at Reel 022201, Frame 0448, at Reel 022201, Frame 0501, at Reel 022201, Frame 0547, and at Reel 022201, Frame 0610, and on February 6, 2009 at Reel 022220, Frame 0130; (2) with respect to Trademarks, recorded on January 28, 2009 at Reel 3927, Frame 0874, and at Reel 3925, Frame 0815, and at Reel 3926, Frame 0672; and (B)

acknowledged as received by the United States Copyright Office on January 27, 2009 pursuant to Copyright Office Receipt No. 1-2K5IXC;

WHEREAS, in accordance with the Post-Closing Letter, the IP Pledge Agreement was subsequently submitted for recordation, to the extent consistent with best practices under local law to have enhanced rights as against third parties (as described in opinions of local legal counsel), against all Patents and Key Foreign Trademarks (as defined in the Post-Closing Letter) with the competent local authorities in the following twelve (12) foreign jurisdictions: Australia, Brazil, Canada, Germany, Italy, Korea, Japan, Mexico., New Zealand, Russia, Spain, and the United Kingdom;

WHEREAS, in consideration of the satisfaction of the obligations secured by the security interest granted in the Borrower IP, the Secured Party desires to release its security interest in and to the Borrower's and each Guarantor's Intellectual Property and Collateral;

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

SECTION 1. Release of Security Interest. In consideration of the satisfaction of the obligations secured thereby, the Secured Party hereby RELEASES AND DISCHARGES to the Borrower and each Guarantor all of its Lien on and security interest in all of the Borrower's or such Guarantor's rights, title and interest in and to the Borrower IP, including the Registered IP, whether now owned or existing, or acquired or arising prior to July 9, 2009, regardless of where located, whether granted pursuant to the Loan Agreement, the IP Pledge Agreement, or any other agreement or document delivered in connection therewith, and the Secured Party hereby reassigns any and all such right, title and interest (if any) that the Secured Party may have in or to the Borrower IP, including the Registered IP, to the Borrower and each Guarantor.

SECTION 2. Further Assurances. The Secured Party shall, at the request and expense of the Borrower or any Guarantor, timely take, or cause to be taken, all reasonable actions, do or cause to be done all things reasonably necessary under applicable law, execute and deliver any additional documents and other papers, and perform such additional acts that may be necessary to carry out the provisions of, and consummate and make effective the transactions contemplated by, this Release Agreement.

SECTION 3. Release Agreement. The release of the security interest granted pursuant to the Loan Agreement and IP Pledge Agreement is granted in consideration of the satisfaction of the obligations secured thereby. The Secured Party hereby releases and discharges the Borrower and each Guarantor from all of their obligations and liabilities under the Loan Agreement and IP Pledge Agreement or other applicable Loan Documents. No further rights and obligations shall exist under the Loan Agreement or IP Pledge Agreement and the parties hereby waive any rights and claims they may have thereunder.

SECTION 4. Authorization.

- (a) To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States, and the corresponding

entities, agencies, or authorities in any applicable foreign countries, record this release of security interest in the Borrower IP, including the Collateral.

- (b) To the extent applicable, the parties hereto authorize and request that the Copyright Office of the United States record this release of security interest in the Borrower IP, including the Collateral.

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

SECTION 6. Miscellaneous.

- (a) Waiver; Amendment. None of the terms or provisions of this Release Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Secured Party, the Borrower and each Guarantor.
- (b) Notices. Except as otherwise expressly permitted by this Release Agreement, all notices, requests and other communications provided for herein (including, without limitation, any modifications of, or waivers, requests or consents under, this Release 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 Release 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 headings of the several sections and subsections in this Release Agreement are for purposes of reference only and shall not limit or define the meaning hereof. 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.
- (d) Governing Law. Insofar as there may be no applicable Federal law, this Release 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 Release Agreement shall require any unlawful action or inaction by either party.
- (e) Severability. Any provision of this Release 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 Release Agreement shall be held invalid or unenforceable (in whole or in part) as against any one or more of the parties

hereto, then this Release Agreement shall continue to be enforceable against all other parties hereto, as applicable, without regard to any such invalidity or unenforceability.

- (f) Entire Agreement. This Release 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.
- (g) 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 RELEASE AGREEMENT AND THE OTHER LOAN DOCUMENTS, 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; (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 WAIVE, 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 RELEASE AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Release Agreement to be duly executed and delivered by their respective officers.

**MOTORS LIQUIDATION COMPANY (f/k/a
GENERAL MOTORS CORPORATION)**
as Borrower

By: 
Name: Niharika Ramdev
Title: Assistant Treasurer

Address for Notices:
Motors Liquidation Company
GM Global Headquarters
Att: Mail Code 482-C37-A99
300 Renaissance Center
Detroit, Michigan 48265
Attention: Treasurer, James Selzer
Facsimile: 248-262-8491

Signature Page to Release of IP Security Interest (Cincorp)

**TRADEMARK
REEL: 004049 FRAME: 0227**

SATURN, LLC
SATURN DISTRIBUTION CORPORATION

By: 
Name: Ted Stenger
Title: Executive Vice President

Address for Notices:
GM Global Headquarters
Mailcode 482C37-A99
300 Renaissance Center
Detroit, MI 48264

Attention: Treasurer, James Selzer
Facsimile: (248) 262.8491

CITICORP USA, INC.
as Bank Priority Representative

Edward D. Herko

By: Edward D. Herko
Title: Vice President

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

CITICORP USA, INC.
as Hedge Priority Representative

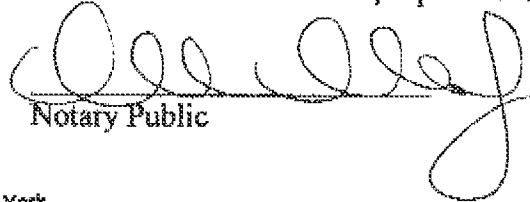
Edward D. Herko

By: Edward D. Herko
Title: Vice President

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

State of New York)
) ss
 County of Westchester)

Before me this 10 day of July, 2009, personally appeared Edward D. Herko
 to me personally known to be the person described in and who executed the above instrument,
 and acknowledged to me that he executed the same of his own free will for the purposes therein
 set forth.


 Notary Public

AFFIX SEAL

ORA-LYN SCHWARTZ
 Notary Public, State of New York
 No. 01SC6108147
 Qualified in Westchester County
 Commission Expires Apr. 12, 2012

Exhibit A

Patents

See attached Exhibits 6.26(a)(ii)(A) through (a)(ii)(D).

Exhibit B

Trademarks

See Attached Exhibits 6.26(a)(i)(A) through (a)(i)(E).

Exhibit C

Copyrights

See attached Exhibits 6.26(a)(iii)(A) and (a)(iii)(C).