# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

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|---|---|
| Name: | Motors Liquidation Company (f/k/a General Motors Corporation) |
| Street Address: | 300 Renaissance Center |
| City: | Detroit |
| State/Country: | MICHIGAN |
| Postal Code: | 48265-3000 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 653

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 1922453 | 1-800-CHEV USA |
| Registration Number: | 2966618 | |
| Registration Number: | 2997036 | |
| Registration Number: | 2587073 | |
| Registration Number: | 1219904 | 6 |
| Registration Number: | 1682758 | AC |
| Registration Number: | 1836576 | AC |
| Registration Number: | 1936976 | AC |
| Registration Number: | 0310672 | AC |
| Registration Number: | 0311173 | AC |
| Registration Number: | 0311656 | AC |
| Registration Number: | 2440150 | ACDELCO |
| Registration Number: | 2399723 | ACDELCO |
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|---|---|---|
| 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: | 0606303 | BONNEVILLE |
| Registration Number: | 1661620 | BRAVADA |
| Registration Number: | 1713600 | BRAVADA |
| Registration Number: | 2856688 | BREAK THROUGH |

| | | |
|---|---|---|
| Registration Number: | 1681928 | BUICK |
| Registration Number: | 0860907 | 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: | 0647618 | BUICK |
| Registration Number: | 1668926 | BUICK |
| Registration Number: | 2625102 | BUICK |
| Registration Number: | 1682680 | BUICK |
| Registration Number: | 1683678 | BUICK |
| Registration Number: | 2593676 | BUICK |
| Registration Number: | 0511603 | 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 | |

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|---|---|---|
| Registration Number: | 1045075 | |
| Registration Number: | 1473052 | |
| Registration Number: | 1487116 | |
| Registration Number: | 3185665 | C6 |
| Registration Number: | 3286867 | C6R |
| Registration Number: | 3435185 | CADILLAC |
| Registration Number: | 0201694 | 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: | 0647241 | 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: | 3126223 | CAMARO |
| Registration Number: | 2654526 | CAMARO |
| Registration Number: | 2356823 | CAMARO |

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|---|---|---|
| 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: | 0933112 | 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: | 0647235 | CHEVROLET |
| Registration Number: | 1667108 | CHEVROLET |
| Registration Number: | 2563091 | CHEVROLET |
| Registration Number: | 2311214 | CHEVROLET |
| Registration Number: | 0095398 | |
| 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 | |

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|---|---|---|
| Registration Number: | 1530792 | |
| Registration Number: | 1519942 | |
| Registration Number: | 1668924 | |
| Registration Number: | 0647236 | CHEVROLET |
| Registration Number: | 2678153 | CHEVROLET |
| Registration Number: | 2311397 | CHEVROLET |
| Registration Number: | 2563092 | CHEVROLET |
| Registration Number: | 0216070 | CHEVROLET |
| Registration Number: | 2940772 | CHEVROLET AMPHITHEATRE |
| Registration Number: | 2314486 | CHEVROLET |
| Registration Number: | 2314484 | CHEVROLET |
| Registration Number: | 1540658 | CHEVROLET |
| Registration Number: | 2705700 | |
| 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 |

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|---|---|---|
| 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: | 0579485 | 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 |

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|---|---|---|
| Registration Number: | 2605909 | CTS |
| Registration Number: | 3261764 | CTS |
| Registration Number: | 0180358 | DELCO |
| Registration Number: | 0286518 | DELCO |
| Registration Number: | 0312149 | DELCO |
| Registration Number: | 0327515 | DELCO |
| Registration Number: | 0253644 | DELCO |
| Registration Number: | 1739592 | DELCO |
| Registration Number: | 1689849 | DELCO |
| Registration Number: | 0749032 | 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: | 0833566 | 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 |

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|---|---|---|
| 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: | 3118209 | FLEXIBLE EARNINGS CARD |
| Registration Number: | 0779770 | FLO-LITE |
| 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: | 1034749 | GM |
| Registration Number: | 0861602 | GM |
| Registration Number: | 0283227 | GM |
| Registration Number: | 0314823 | GM |
| Registration Number: | 0314824 | GM |
| Registration Number: | 0314825 | GM |
| Registration Number: | 0271167 | GM |
| Registration Number: | 1714390 | GM |
| Registration Number: | 1474088 | GM |
| Registration Number: | 2666545 | GM |

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|---|---|---|
| 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: | 0623260 | 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: | 2815319 | 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 |

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|---|---|---|
| Registration Number: | 2700392 | GMC |
| Registration Number: | 2459744 | GMC |
| Registration Number: | 2455330 | GMC |
| Registration Number: | 1470781 | GMC |
| Registration Number: | 2459748 | GMC |
| Registration Number: | 0646914 | 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: | 0969060 | 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: | 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 | |

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|---|---|---|
| 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: | 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 | |

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|---|---|---|
| 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: | 0382207 | HYDRA-MATIC |
| Registration Number: | 0661322 | 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: | 0573739 | 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 |

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|---|---|---|
| Registration Number: | 3046894 | LUCERNE |
| 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: | 0570912 | OK |
| Registration Number: | 1803502 | OK |
| Registration Number: | 1745690 | OLDSMOBILE |
| Registration Number: | 0039405 | 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 |

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|---|---|---|
| Registration Number: | 1745548 | OLDSMOBILE |
| Registration Number: | 2777839 | |
| Registration Number: | 1675488 | |
| Registration Number: | 2727122 | |
| Registration Number: | 2672240 | ON A ROLL! |
| Registration Number: | 0860798 | OPTIKLEEN |
| 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 |
| Registration Number: | 2563775 | PONTIAC |
| Registration Number: | 1467546 | PONTIAC |
| Registration Number: | 1710193 | PONTIAC |
| Registration Number: | 0647239 | PONTIAC |
| Registration Number: | 1667109 | PONTIAC |
| Registration Number: | 2659488 | PONTIAC |
| Registration Number: | 1704693 | PONTIAC |
| Registration Number: | 1775048 | PONTIAC |
| Registration Number: | 2685227 | PONTIAC |
| Registration Number: | 1495970 | PONTIAC |
| Registration Number: | 1704802 | |
| Registration Number: | 2212878 | |
| Registration Number: | 2609899 | |

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|---|---|---|
| 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: | 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: | 0931090 | REGAL |
| Registration Number: | 2693400 | REGAL |
| Registration Number: | 2482986 | RENDEZVOUS |

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|---|---|---|
| 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: | 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: | 0741187 | 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: | 0755367 | |
| Registration Number: | 0767100 | |
| Registration Number: | 0792135 | |
| 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: | 2631773 | STS |
| Registration Number: | 1490090 | SUBURBAN |
| Registration Number: | 2652035 | SUBURBAN |
| Registration Number: | 1887886 | SUNFIRE |
| Registration Number: | 2346905 | SUPER CHEVROLET SERVICE |

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|---|---|---|
| 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: | 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: | 0802602 | 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 |

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| 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 | |
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| 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 |
| Registration Number: | 3650649 | |
| Registration Number: | 3650650 | |

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| Registration Number: | 3650651 | |
| Registration Number: | 3650654 | |
| Registration Number: | 3650657 | |
| Registration Number: | 3650662 | |
| Registration Number: | 3650664 | |
| Registration Number: | 3659818 | H3 |
| Registration Number: | 3598294 | GOODWRENCH |
| Serial Number: | 77621380 | |
| Serial Number: | 77621398 | |
| Serial Number: | 77312060 | H3 |
| Serial Number: | 77126795 | G \| GOODWRENCH |

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


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|---|---|
| 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



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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



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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.

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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

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



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

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

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, 20 12

**Exhibit A**

**Patents**

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



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**Exhibit B**

**Trademarks**

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



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## Exhibit C

## Copyrights

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



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