

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
Citicorp USA, Inc. as agent for Bank Priority Secured Parties		07/09/2009	CORPORATION: DELAWARE
Citicorp USA, Inc. as agent for Hedge Priority Secured Parties		07/09/2009	CORPORATION: DELAWARE

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:	2968885	PINK LEMONADE
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

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Registration Number:	1769959	SATURN
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

TRADEMARK

REEL: 004049 FRAME: 0983

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:	08/21/2009

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 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; and references herein to "Secured Parties" shall mean collectively the Bank Priority Secured Parties and the Hedge Priority Secured Parties), in favor of (A) Motors Liquidation Company (f/k/a General Motors Corporation) (the "Borrower") and (B) each of Saturn LLC (f/k/a Saturn Corporation) and Saturn Distribution Corporation (collectively, the "Guarantors," and together with Borrower, the "Grantors"). All terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Junior Security Agreement (as defined below) or the Junior IP Pledge Agreement (as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, pursuant to the Guaranty and Security Agreement, dated as of February 11, 2009 (the "Junior Security Agreement") and that certain Intellectual Property Pledge Agreement, dated as of April 9, 2009 (as amended, supplemented or otherwise modified from time to time, the "Junior IP Pledge Agreement"), the Grantors granted to the Bank Priority Representative, for the ratable benefit of the Bank Priority Secured Parties, and to the Hedge Priority Representative, for the ratable benefit of the Hedge Priority Secured Parties, Liens (having the priorities set forth in the Intercreditor Agreement, dated as of February 11, 2009 (the "Intercreditor Agreement"), and Annex A to the Junior Security Agreement) on and security interests in all of such Borrower's and Guarantor's Intellectual Property (as defined in the Junior Security Agreement) and Collateral (as defined in the Junior IP Pledge Agreement; the Intellectual Property and Collateral of the Borrower and all Guarantors, collectively, "Borrower IP") including only those Patents listed on Exhibit A that are owned by a Grantor, 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 Junior Security Agreement, the Borrower and Guarantors executed the Junior 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 and the United States Copyright Office;

WHEREAS, in the United States, the Junior IP Pledge Agreement was subsequently (A) filed with the United States Patent and Trademark Office and (1) with respect to Patents, recorded on April 16, 2009 at Reel 022552, Frame 0006, at Reel 022552, Frame 0006, at Reel, 022556, Frame 0013, at Reel 022553, Frame 0399, at Reel, 022553, Frame 0446, at Reel 022553, Frame 0493, at Reel 022553, Frame 0540, at Reel 022554, Frame 0479, and at Reel 022554, Frame 0538; (2) with respect to Trademarks, recorded on April 15, 2009 at Reel 3973, Frame 0799, and at Reel 3978, Frame 0784, and at Reel 3973, Frame 0181; and (B) acknowledged as received by the United States Copyright Office on April 15, 2009 pursuant to Copyright Office Receipt No. 1-3OU4B2;

WHEREAS, in consideration of the satisfaction of the obligations secured by the security interest granted in the Borrower IP, the Agent, on behalf of the Secured Parties, desires to release the Secured Parties' 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 Agent, on behalf of the Secured Parties, 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 Agent, on behalf of the Secured Parties, hereby RELEASES AND DISCHARGES to the Borrower and each Guarantor all of the Secured Parties' Liens on and security interests 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 Junior Security Agreement, the Junior IP Pledge Agreement, or any other agreement or document delivered in connection therewith, and the Agent, on behalf of the Secured Parties, hereby reassigns any and all such right, title and interest (if any) that the Secured Parties may have in or to the Borrower IP, including the Registered IP, to the Borrower and each Guarantor.

SECTION 2. Further Assurances. The Agent, on behalf of the Secured Parties, 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 Junior Security Agreement and Junior 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 Junior Security Agreement and Junior IP Pledge Agreement or other applicable Loan Documents. No further rights and obligations shall exist under the Junior Security Agreement and Junior 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 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 waived, amended, supplemented or otherwise modified except in accordance with subsection 10.1A of the Credit Agreement (as defined in the Junior IP Pledge Agreement).
- (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 section and subsection headings used in this Release Agreement are for purposes of convenience only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.
- (d) GOVERNING 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 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. 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 Release Agreement shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Release Agreement which shall remain binding on all parties hereto.


- (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, 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

Signature Page to Release of IP Security Interest (Citicorp)

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REEL: 004049 FRAME: 0989

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

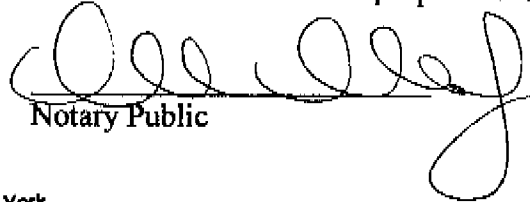
Edward D. Herko

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).