

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			
Motors Liquidation Company		FORMERLY General Motors 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: 2			
Property Type	Number	Word Mark	
Registration Number:	3379488	BUSINESS CENTRAL	
Registration Number:	3287930	IT ALL ADDS UP.	
CORRESPONDENCE DATA			
Fax Number:		(248)267-4285	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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:		10/30/2009	

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Total Attachments: 9

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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: *[Signature]*
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 Leckki
Notary Public

EILEEN LECKKI
Notary Public, State of New York
01 LE No. 41-400868
Qualified in Queens County
Commission Expires April 1st 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

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