

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT											
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY											
CONVEYING PARTY DATA												
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>United States Department of the Treasury</td><td></td><td>11/30/2009</td><td>U.S. Government: UNITED STATES</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	United States Department of the Treasury		11/30/2009	U.S. Government: UNITED STATES				
Name	Formerly	Execution Date	Entity Type									
United States Department of the Treasury		11/30/2009	U.S. Government: UNITED STATES									
RECEIVING PARTY DATA												
Name:	General Motors LLC											
Street Address:	300 Renaissance Center											
City:	Detroit											
State/Country:	MICHIGAN											
Postal Code:	48265-3000											
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE											
PROPERTY NUMBERS Total: 2												
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Registration Number:</td><td>2527918</td><td>PROMARK</td></tr><tr><td>Registration Number:</td><td>2457659</td><td>TRANSYND</td></tr></tbody></table>	Property Type	Number	Word Mark	Registration Number:	2527918	PROMARK	Registration Number:	2457659	TRANSYND			
Property Type	Number	Word Mark										
Registration Number:	2527918	PROMARK										
Registration Number:	2457659	TRANSYND										
CORRESPONDENCE DATA												
Fax Number:	(313)665-4976											
<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:	12/07/2009											

TRADEMARK

900149245

REEL: 004108 FRAME: 0817

CH \$65.00 2527918

**Total Attachments: 12**

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## EXECUTION VERSION

\*\*Pursuant to the previously delivered FOIA letter, ATIA letter and FOIPPA letter, please note that General Motors LLC (f/k/a General Motors Company) is requesting that this document, any cover e-mail note and the previously delivered FOIA letter, ATIA letter and FOIPPA letter receive confidential treatment pursuant to the Freedom of Information Act, the Access to Information Act and the Freedom of Information and Protection of Privacy Act, respectively.

### RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST in PROMARK Assets and TRANSYND Assets (as such terms are defined below) (the “Release Agreement”), effective as of November 30, 2009, is made by The United States Department of Treasury (the “Secured Party”) in favor of General Motors Holdings LLC (together with its successors and assigns, the “Borrower”) and General Motors LLC (formerly General Motors Company, “GMLLC”), 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, GM Global Steering Holdings, LLC, Grand Pointe Holdings, Inc., GM Subsystems Manufacturing, LLC, Riverfront Holdings, Inc., Riverfront Holdings Phase II, Inc. and GM Components Holdings, LLC (collectively, “Guarantors”). All terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Credit Agreement (as defined below).

### WITNESSETH:

WHEREAS, pursuant to (a) the Amended and Restated Master Sale and Purchase Agreement dated as of June 26, 2009 (as amended, supplemented or otherwise modified from time to time, the “Master Transaction Agreement”); (b) that certain \$7,072,488,605 Second Amended and Restated Secured Credit Agreement, dated as of August 12, 2009, among the Borrower, the guarantors party thereto and the Lender (as amended, modified, or supplemented from time to time prior to the date hereof, the “Credit Agreement”); (c) that certain Amended and Restated Intellectual Property Pledge Agreement, dated as of July 10, 2009 (as amended, supplemented or otherwise modified from time to time, the “IP Pledge Agreement”), and (d) that certain Second Amended and Restated Guaranty and Collateral Agreement, dated as of October 19, 2009 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), the Borrower and each Guarantor granted to the Secured Party a Lien on and security interest in the Collateral (as defined in each of the IP Pledge Agreement and the Security Agreement), including the PROMARK Assets and TRANSYND Assets (as such terms are defined below); and

WHEREAS, GMLLC has discovered that certain assets exclusively used by Promark Global Advisors, Inc., a wholly owned subsidiary of Borrower, were, by mistake or convenience, inadvertently registered in the name of General Motors Corporation and thereafter inadvertently transferred to GMLLC, specifically those trademarks set forth in the attached Schedule A (collectively, the “PROMARK Assets”);

WHEREAS, in order to remedy such ownership, GMLLC intends to transfer the PROMARK Assets to Promark Global Advisors, Inc.;

WHEREAS, GMLLC has discovered that General Motors Corporation was obligated, pursuant to an agreement entered into between General Motors Corporation and Castrol Limited, a limited liability company organized under the laws of the United Kingdom, in 1999 (“TRANSYND Agreement”), to assign certain assests to Castrol Limited, specifically those trademarks set forth in the attached Schedule B (collectively, the “TRANSYND Assets”);

WHEREAS, the TRANSYND Agreement and the TRANSYND Assets were assigned to GMLLC, who now wishes to proceed with assignment of the TRANSYND Assets to Castrol as provided for under the TRANSYND Agreement;

WHEREAS the assignment of the PROMARK Assets to Promark Global Advisors, Inc. and the TRANSYND Assets to Castrol Limited shall be collectively referred to hereinafter as the “Assignments”; and

WHEREAS, in connection with the Assignments, the Secured Party desires to release its security interest in and to certain of the Issuer’s and the Guarantors’ Collateral, specifically, the PROMARK Assets and the TRANSYND Assets.

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 Issuer and the Guarantors, as follows:

Section 1. Release of Security Interest. In anticipation of the Assignments, 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 PROMARK Assets and the TRANSYND Assets (other than proceeds therefrom), regardless of where located, whether granted pursuant to the Credit Agreement, the IP Pledge Agreement, the Security Agreement, any other Loan Document, 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 PROMARK Assets and the TRANSYND Assets (other than proceeds therefrom) to the Borrower and the applicable 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 Secured Party hereby releases and discharges the Borrower and each Guarantor from all of their obligations and liabilities under the Credit Agreement, IP Pledge Agreement, Security Agreement and any other applicable Loan Documents with respect to the PROMARK Assets and the TRANSYND Assets only. No further rights and obligations shall exist under the Credit Agreement, IP Pledge Agreement or Security

Agreement with respect to the PROMARK Assets and the TRANSYND Assets only and the parties hereby waive any rights and claims they may have thereunder with respect to the PROMARK Assets and the TRANSYND Assets only.

Section 4. Miscellaneous.

- (a) Counterparts. This Release Agreement may be executed by one or more of the parties to this Release Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Release Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Release Agreement signed by all the parties shall be lodged with the Borrower and the Secured Party.
- (b) Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

[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.

**GENERAL MOTORS HOLDINGS LLC**

as Borrower



By: Niharika Ramdev

Title: Assistant Treasurer

Address for Notices:

767 Fifth Avenue, 14th Floor  
New York, New York 10153  
Attention: Niharika Ramdev  
Telephone: (212) 418-3571  
Facsimile: (212) 418-3695

**GUARANTORS:**

**GENERAL MOTORS LLC**



By: Niharika Ramdev

Title: Assistant Treasurer

Address for Notices:

767 Fifth Avenue, 14th Floor

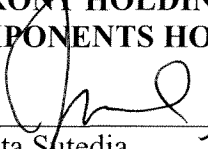
New York, New York 10153

Attention: Niharika Ramdev

Telephone: (212) 418-3571

Facsimile: (212) 418-3695

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  
GM GLOBAL STEERING HOLDINGS, LLC  
GRAND POINTE HOLDINGS, INC.  
RIVERFRONT HOLDINGS, INC.  
RIVERFRONT HOLDINGS PHASE II, INC.  
GM COMPONENTS HOLDINGS, LLC

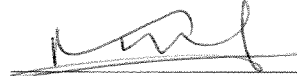
  
By: Maurita Sutedja  
Title: Assistant Secretary

Address for Notices:

767 Fifth Avenue, 14th Floor  
New York, New York 10153  
Attention: Maurita Sutedja  
Telephone: (212) 418-6260  
Facsimile: (212) 418-6419



**GM SUBSYSTEMS MANUFACTURING, LLC**




By: Niharika Ramdev  
Title: Treasurer

Address for Notices:

767 Fifth Avenue, 14th Floor  
New York, New York 10153  
Attention: Niharika Ramdev  
Telephone: (212) 418-3571  
Facsimile: (212) 418-3695

**THE UNITED STATES DEPARTMENT OF THE  
TREASURY**

as the Secured Party



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By: David N. Miller

Title: Acting Chief Investment Officer

The United States Department of the Treasury

1500 Pennsylvania Avenue, NW

Washington, D.C. 20220

Attention: Chief Counsel Office of Financial Stability

Telecopy: 202-927-9225

Email: [OFSCchiefcounselnotices@do.treas.gov](mailto:OFSCchiefcounselnotices@do.treas.gov)

**Schedule A**

PROMARK Assets

Mark	Jurisdiction	Application or Registration	Number	Date
PROMARK	Canada	Application	App. No. 1408872	08/28/2008
PROMARK	European Community	Registration	Reg. No. 07256282	05/20/2009
PROMARK	Norway	Application	App No. 200811938	09/19/2008
PROMARK	Switzerland	Registration	Reg. No. 581293	01/06/2009
PROMARK	United States	Registration	Reg. No. 2527918	01/08/2002

**Schedule B**

TRANSYND Assets

Mark	Jurisdiction	Application or Registration	Number	Date
TRANSYND	Germany	Registration	Reg. No. 39816859	03/25/2008
TRANSYND	United States	Registration	Reg. No. 2457659	06/05/2001