TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Motors LLC	FORMERLY General Motors Company	07/10/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	United States Department of the Treasury
Street Address:	1500 Pennsylvania Avenue, NW
Internal Address:	Room 2312
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20220
Entity Type:	U.S. Government: UNITED STATES

PROPERTY NUMBERS Total: 125

Property Type	Number	Word Mark
Registration Number:	3707074	TERRAIN
Registration Number:	3379488	BUSINESS CENTRAL
Registration Number:	3287930	IT ALL ADDS UP.
Registration Number:	3687536	CORVETTE
Serial Number:	78947287	8 SPEED
Serial Number:	77053025	ACDELCO
Serial Number:	77756972	ANTHEM
Serial Number:	77802921	ATS
Serial Number:	77754200	BUICK ENCORE
Serial Number:	77757389	CADILLAC
Serial Number:	77388552	CADILLAC
Serial Number:	77760412	CADILLAC
Serial Number:	77757264	

CH $3140.00 3707074

Serial Number:	77760423	
Serial Number:	77760428	
Serial Number:	77760441	
Serial Number:	77760446	
Serial Number:	77760415	
Serial Number:	77760421	
Serial Number:	77803563	CADILLAC ATS
Serial Number:	77081661	CADILLAC RACING
Serial Number:	77850150	CADILLAC XTS
Serial Number:	77864554	CAMARO SYNERGY
Serial Number:	77780335	CAPRICE
Serial Number:	77820327	CAPTIVA
Serial Number:	77094431	CASCADE
Serial Number:	77062053	CHEVELLE
Serial Number:	78883242	CHEVROLET
Serial Number:	77394357	CHEVROLET CRUZE
Serial Number:	77618403	
Serial Number:	77618420	
Serial Number:	77618433	
Serial Number:	77333750	
Serial Number:	77333762	
Serial Number:	77333775	
Serial Number:	77333792	
Serial Number:	77333796	
Serial Number:	77333738	
Serial Number:	77792905	CHEVROLET GROOVE
Serial Number:	77022556	CHEVROLET SPARK
Serial Number:	77884219	CHEVROLET TRACKER
Serial Number:	77756965	CHEVROLET TRAX
Serial Number:	77078756	CHEVROLET VOLT
Serial Number:	77802528	CHEVROLET VOLT
Serial Number:	78883278	CHEVY
Serial Number:	77780351	CHEYENNE
Serial Number:	77634145	CONVERJ
Serial Number:	77035965	COPO

Serial Number:	77804686	CORVETTE
Serial Number:	77615610	CORVETTE GRAND SPORT
Serial Number:	77394358	CRUZE
Serial Number:	77803565	CTX
Serial Number:	77619245	DEXOS
Serial Number:	77827650	DEXOS 1
Serial Number:	77827690	DEXOS 2
Serial Number:	77308118	DEXRON GEAR OIL
Serial Number:	77078902	E-FLEX
Serial Number:	77870123	E-ROD
Serial Number:	77754167	ENCORE
Serial Number:	78836313	ENERGM
Serial Number:	77875089	ENVIRONMINT
Serial Number:	77430807	ESCALADE
Serial Number:	77875123	EV-ERGREEN
Serial Number:	78909986	FLEXPOWER
Serial Number:	78933435	
Serial Number:	77447222	GM PERFORMANCE PARTS
Serial Number:	77381658	GM PERFORMANCE PARTS ANNIVERSARY 427
Serial Number:	77247546	GMC
Serial Number:	77519727	GMC
Serial Number:	77868149	GMC GRANITE
Serial Number:	77868142	GRANITE
Serial Number:	77615776	GRAPHYTE
Serial Number:	77747238	GROOVE
Serial Number:	77369333	H4
Serial Number:	77373989	HUMMER
Serial Number:	77217530	HUMMER
Serial Number:	78883193	HUMMER
Serial Number:	77325458	HUMMER ALPHA
Serial Number:	77325463	HUMMER ALPHA
Serial Number:	77325468	HUMMER ALPHA
Serial Number:	77325474	HUMMER ALPHA
Serial Number:	77328856	HUMMER ALPHA
Serial Number:	77397034	HUMMER ALPHA

Serial Number:	77325450	HUMMER ALPHA
Serial Number:	77313192	H HUMMER RACING
Serial Number:	77313218	H HUMMER RACING
Serial Number:	77313313	H HUMMER RACING
Serial Number:	77313336	H HUMMER RACING
Serial Number:	77313356	H HUMMER RACING
Serial Number:	77313101	H HUMMER RACING
Serial Number:	77692612	HUMMER TACTICAL
Serial Number:	77450531	HX
Serial Number:	77378078	HX
Serial Number:	77378067	HX
Serial Number:	77382756	INVICTA
Serial Number:	77801508	MAY THE BEST CAR WIN
Serial Number:	77802490	MAY THE BEST TRUCK WIN
Serial Number:	77077748	MEGAMAX
Serial Number:	77805680	NEXTEER
Serial Number:	77805674	NEXTEER AUTOMOTIVE
Serial Number:	77389825	ORLANDO
Serial Number:	77356833	PROVOQ
Serial Number:	77555510	SEQUEL
Serial Number:	77030804	STINGRAY
Serial Number:	77391903	SUPERMATIC
Serial Number:	77865591	SYNERGY
Serial Number:	77828387	THE NEW CLASS OF WORLD CLASS
Serial Number:	77384181	
Serial Number:	77384167	TOP TIER DETERGENT GASOLINE
Serial Number:	77884206	TRACKER
Serial Number:	77756951	TRAX
Serial Number:	77452120	
Serial Number:	77321118	VAPOR
Serial Number:	77315633	VELITE
Serial Number:	77740982	VERANO
Serial Number:	77875095	VIRIDIAN JOULE
Serial Number:	77078768	VOLT
Serial Number:	77802520	VOLT

Serial Number:	77802570	VOLT
Serial Number:	77624326	VOLTEC
Serial Number:	77076504	XLR
Serial Number:	77850143	XTS
Serial Number:	77724635	Z28
Serial Number:	77036100	ZR-1
Serial Number:	77056955	ZR-1

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:	02/25/2010

Total Attachments: 19

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**Pursuant to the previously delivered FOIA letter, ATIA letter and FOIPPA letter, please note that General Motors Corporation 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.

AMENDED AND RESTATED INTELLECTUAL PROPERTY PLEDGE AGREEMENT

AMENDED AND RESTATED INTELLECTUAL PROPERTY PLEDGE AGREEMENT (this "Agreement"), dated as of July 10, 2009, by GENERAL MOTORS COMPANY (together with its successors and assigns, the "Borrower") and 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", and together with the Borrower, the "Loan Parties"), in favor of The United States Department of the Treasury (together with its successors and assigns, the "Secured Party" or the "Lender").

RECITALS

WHEREAS, pursuant to (a) the Amended and Restated Master Sale and Purchase Agreement dated as of June 26, 2009, as amended, (the "Master Transaction Agreement") among General Motors Corporation, a Delaware corporation ("GM Oldco"), a debtor and debtor-in-possession in a case pending under chapter 11 of the Bankruptcy Code and certain other sellers party thereto (collectively, the "Sellers") and the Borrower, and (b) the other Transaction Documents, and in accordance with the Bankruptcy Code, on the date hereof (i) the Sellers sold, transferred, assigned, conveyed and delivered to the Borrower and certain of its Subsidiaries, and the Borrower and certain of its Subsidiaries directly or indirectly purchased, accepted and acquired from the Sellers, the Purchased Assets (as defined in the Master Transaction Agreement) and assumed the Assumed Liabilities (as defined in the Master Transaction Agreement) and (ii) the Sellers and the Borrower and one or more of their respective Subsidiaries have entered into the other Related Transactions;

WHEREAS, GM Oldco, certain of GM Oldco's Subsidiaries, the Lender and Export Development Canada, a corporation established pursuant to the laws of Canada (together with its successors and assigns, the "Canadian Lender") entered into the $33,300,000,000 Secured Superpriority Debtor-in-Possession Credit Agreement dated as of June 3, 2009 (as amended, modified, or supplemented from time to time prior to the date hereof, the "DIP Credit Agreement") in respect of a term loan credit facility more particularly described in the DIP Credit Agreement;

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WHEREAS, pursuant to the terms of the DIP Credit Agreement, GM Oldco and certain of its Subsidiaries executed that certain Intellectual Property Pledge Agreement, dated as of June 3, 2009, in favor of the Secured Party and the Canadian Lender (the "Original Intellectual Property Pledge");

WHEREAS, pursuant to the Master Transaction Agreement, the other Transaction Documents and the Tranche B Assignment and Assumption Agreement, dated as of the date hereof, between GM Oldco, as assignor, and the Borrower, as assignee, the Lender and the Canadian Lender, the Borrower assumed a portion of the Tranche B Term Loans (as defined in the DIP Credit Agreement) made by the Lender under the DIP Credit Agreement in the amount of $7,072,488,605 (the "Newco Credit Facility") and all of GM Oldco's obligations with respect thereto that pursuant to the Loan Documents, are jointly and severally guaranteed by the guarantors party thereto;

WHEREAS, the Borrower and Lender have agreed to amend and restate the terms and provisions of the Newco Credit Facility as more particularly set forth in that certain $7,072,488,605 Secured Credit Agreement 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");

WHEREAS, in connection with the Credit Agreement it is necessary and advisable to amend and restate the terms and provisions of the Original Intellectual Property Pledge Agreement as more particularly set forth herein; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree that on the Effective Date, the Original Intellectual Property Pledge Agreement shall be amended and restated in its entirety as follows:

Section 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used herein have the meaning given to them in the Credit Agreement.

Section 2. Grant of Security Interest in Collateral. As security for the prompt and complete payment when due of the Obligations and the performance by the Borrower of all the covenants and obligations to be performed by it pursuant to the Credit Agreement and the other Loan Documents, the Borrower, and each Guarantor, in order to secure its guaranty under the Amended and Restated Guaranty and Security Agreement, dated as of the date hereof (the "Guaranty"), hereby grants to the Secured Party a Lien on and first priority security interest in all of its rights, title and interest in and to the following property of the Borrower or such Guarantor, as the case may be, whether now owned or existing or hereafter acquired or arising and regardless of where located (the "Collateral"):

(a) All domestic and foreign letters patent, design patents, utility patents, industrial designs, and all intellectual property rights in inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, and other general intangibles of like nature, now existing or hereafter acquired, owned or licensed by any Loan Party (including, without limitation, all

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domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how and formulae described in Exhibit A hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, reexaminations, divisions, continuations, continuations in part and extensions or renewals thereof;

(b) All domestic and foreign trademarks, service marks, collective marks, certification marks, trade dress, trade names, corporate names, business names, d/b/as, Internet domain names, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, used, acquired, or licensed by any Loan Party (including, without limitation, all domestic and foreign trademarks, service marks, collective marks, certification marks, trade dress, trade names, business names, d/b/as, Internet domain names, designs, logos and other source or business identifiers described in Exhibit B hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks;

(c) All domestic and foreign copyrights, whether registered or unregistered, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising), in any and all media (whether now or hereafter developed), in and to all original works of authorship (including, without limitation, all marketing materials created by or on behalf of any Loan Party), acquired, owned or licensed by any Loan Party (including, without limitation, all copyrights described in Exhibit C hereto) all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, renewals, restorations, extensions or revisions thereof;

(d) all Proceeds with respect to the foregoing clauses (a) through (c); and

(e) to the extent not included in the foregoing, all proceeds, damages, products, offspring, rents, revenues, issues, profits, royalties, income, benefits, accessions, additions, improvements, substitutions and replacements of and to any and all of the foregoing, including all rights to sue in law or in equity.

Notwithstanding the foregoing, in no event shall the Collateral include any Excluded Collateral.

Section 3. Pledge Agreement. (a) THE INTEREST IN THE COLLATERAL BEING GRANTED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT

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ASSIGNMENT BUT, RATHER AS A SECURITY INTEREST THAT PROVIDES THE SECURED PARTY SUCH RIGHTS AS ARE PROVIDED TO HOLDERS OF SECURITY INTERESTS UNDER APPLICABLE LAW.

(b) The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Credit Agreement and the Guaranty and the Borrower and each of the Guarantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Guaranty, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of the Credit Agreement and this Agreement, the Credit Agreement shall govern.

(c) It shall not be necessary for the Secured Party (and the Borrower and each Guarantor hereby waive any right which the Borrower or such Guarantor may have to require the Secured Party), in order to enforce the obligations of the Borrower or such Guarantor hereunder, first to (i) institute suit or exhaust its remedies against the Borrower, any Guarantor or others liable on the Loan or the Obligations or any other person, (ii) enforce the Secured Party's rights against any collateral which shall ever have been given to secure the Loan, (iii) enforce the Secured Party's rights against any other guarantors of the Obligations, (iv) join the Borrower, the Guarantor or any others liable on the Obligations in any action seeking to enforce this Agreement, (v) exhaust any remedies available to the Secured Party against any collateral which shall ever have been given to secure the Loan, or (vi) resort to any other means of obtaining payment of the Obligations. The Secured Party shall not be required to mitigate damages or take any other action to reduce, collect or enforce the Obligations.

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 security interest in the Collateral.

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

Section 5. (a) Continuing Security Interest; Release and Discharge of Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the Obligations have matured and have been paid and satisfied in full, (ii) be binding upon and inure to the benefit of the Loan Parties, each of the Loan Parties' executors, administrators, successors and assigns, and (iii) inure to the benefit of and be binding upon the Secured Parties and each of their successors, transferees and assigns.

(b) Release of Security Interest upon Satisfaction of all Obligations. Upon termination of this Agreement and repayment to the Secured Party of all Obligations and the performance of all obligations under the Loan Documents, the Secured Party shall release its security interest in any remaining Collateral; provided, that if any payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or

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conservator of, or a trustee or similar officer for the Borrower or any Guarantor or any substantial part of its Property, or otherwise, this Agreement, all rights hereunder and the Liens created hereby shall continue to be effective, or be reinstated, until such payments have been made.

(c) Partial Release of Collateral. Provided that no Default or Event of Default shall then exist, the Borrower or a Guarantor may, in connection with any Disposition of any Collateral permitted under the Credit Agreement, obtain the release from the Lien of the Loan Documents of the portion of the Collateral sold, upon the satisfaction of the conditions set forth in the Credit Agreement.

Section 6. Miscellaneous.

(a) Waiver; Amendment. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 8.1 of the Credit Agreement.

(b) Notices. Except as otherwise expressly permitted by this Agreement, all notices, requests and other communications provided for herein (including, without limitation, any modifications of, or waivers, requests or consents under, this 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.

(c) No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Secured Party, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

(d) Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder and thereunder.

(e) Payment of Expenses. The Borrower and each Guarantor agree to pay on demand by the Secured Party any and all reasonable out-of-pocket costs, fees and expenses (including, without limitation, reasonable legal fees and expenses) incurred by the Secured Party and agents, representatives or advisers in enforcing any of its rights or remedies under this Agreement, in accordance with Section 8.5 of the Credit Agreement.

(f) Successors and Assigns. This Agreement shall be binding upon the permitted successors and assigns of the Borrower and each Guarantor and shall inure to the benefit of the Secured Party and its permitted successors and assigns; provided that neither the

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Borrower nor any Guarantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Secured Party (and any attempted assignment or transfer by the Borrower or any Guarantor without such consent shall be null and void).

(g) Counterparts. This Agreement may be executed by one or more of the parties to this 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 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 Agreement signed by all the parties shall be lodged with the Borrower and the Secured Party.

(h) Agreement Constitutes Security Agreement. This Agreement shall constitute a security agreement within the meaning of the Uniform Commercial Code as in effect in the State of New York.

(i) 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.**

(j) Severability. Any provision of this Agreement that is held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. If any provision of this Agreement shall be help invalid or unenforceable (in whole or in part) as against any one or more of the Guarantors, then this Agreement shall continue to be enforceable against all other Guarantors and the Borrower, as applicable, without regard to any such invalidity or unenforceability.

(l) Integration. This Agreement and the other Loan Documents represent the entire agreement of the Borrower, the Guarantor and the Secured Party with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Secured Party relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents. In the event of any conflict or inconsistency between the provisions of this Agreement and the Guaranty, the provisions of the Guaranty shall control.

(n) Headings, etc. The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

(o) Submission to Jurisdiction; Waivers. All judicial proceedings brought against any Loan Party arising out of or relating to this Agreement or any other Loan Document, or any Obligations hereunder and thereunder, may be brought in the courts of the State of New

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York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof. Each Loan Party hereby irrevocably and unconditionally:

(i) submits for itself and its property in any such legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non exclusive jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts and 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;

(iii) 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 the Borrower at its address set forth in Section 6(b) hereof or at such other address of which the Lender shall have been notified pursuant thereto; and

(iv) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

(p) Waiver of Jury Trial. **THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

(q) Effect of Amendment and Restatement of the Original Intellectual Property Pledge Agreement. On the Effective Date, the Original Intellectual Property Pledge Agreement shall be amended, restated and superseded in its entirety. The parties hereto acknowledge and agree that (a) this Agreement and the other Loan Documents, whether executed and delivered in connection herewith or otherwise, do not constitute a novation, payment and reborrowing, or termination of the "Obligations" (as defined in the Newco Credit Facility) under the Newco Credit Facility as in effect prior to the Effective Date and (b) such "Obligations" are in all respects continuing (as amended and restated hereby) with only the terms thereof being modified as provided in this Agreement and the Credit Agreement.

(r) Additional Guarantors. Each Subsidiary of the Borrower that is required to become, or that the Borrower desires to become, a party to this Agreement pursuant to Section 5.23 of the Credit Agreement shall become a Guarantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of a Joinder Agreement in the form of Exhibit D hereto.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

GENERAL MOTORS COMPANY,
as Borrower

By: _____
Name: DAVID MARKOWITZ
Title: PRESIDENT

ADDRESS FOR NOTICES:

767 Fifth Avenue, 14th Floor
New York, New York 10153
Attention:
Telephone:
Facsimile:

[Signature Page to Amended and Restated Intellectual Property Pledge Agreement]

GUARANTORS:

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 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 COMPONENTS HOLDINGS, LLC
RIVERFRONT HOLDINGS, INC.
RIVERFRONT HOLDINGS PHASE II, INC.

By: _____
Name: Adil Mistry
Title: Vice President

ADDRESS FOR NOTICES:

767 Fifth Avenue, 14th Floor
New York, New York 10153
Attention: Adil Mistry
Telephone: (212) 418-3507
Facsimile: (212) 418-3695

[Signature Page to Amended and Restated Intellectual Property Pledge Agreement]

GM SUBSYSTEMS MANUFACTURING, LLC

By: _____
Name: Adil Mistry
Title: Vice President

ADDRESS FOR NOTICES:

767 Fifth Avenue, 14th Floor
New York, New York 10153
Attention: Adil Mistry
Telephone: (212) 418-3507
Facsimile: (212) 418-3695

[Signature Page to Amended and Restated Intellectual Property Pledge Agreement]

GM GLOBAL STEERING HOLDINGS, LLC

By: _____
Name: Adil Mistry
Title: Vice President

ADDRESS FOR NOTICES:

767 Fifth Avenue, 14th Floor
New York, New York 10153
Attention: Adil Mistry
Telephone: (212) 418-3507
Facsimile: (212) 418-3695

[Signature Page to Amended and Restated Intellectual Property Pledge Agreement]

GRAND POINTE HOLDINGS, INC.

By: _____
Name: Adil Mistry
Title: Vice President

ADDRESS FOR NOTICES:

767 Fifth Avenue, 14th Floor
New York, New York 10153
Attention: Adil Mistry
Telephone: (212) 418-3507
Facsimile: (212) 418-3695

[Signature Page to Amended and Restated Intellectual Property Pledge Agreement]

GM GEFS L.P.

By: _____
Name: Adil Mistry
Title: Vice President

ADDRESS FOR NOTICES:

767 Fifth Avenue, 14th Floor
New York, New York 10153
Attention: Adil Mistry
Telephone: (212) 418-3507
Facsimile: (212) 418-3695

[Signature Page to Amended and Restated Intellectual Property Pledge Agreement]

EXHIBIT A

PATENTS

See attached Exhibits 3.25(a)(ii)(A) through (J).

TRADEMARK
REEL: 004155 FRAME: 0728

EXHIBIT B

TRADEMARKS

See attached Exhibits 3.25(a)(i)(A) through (G).

TRADEMARK
REEL: 004155 FRAME: 0729

EXHIBIT C

COPYRIGHTS

See attached Exhibits 3.25(a)(iii)(A) through (C).

TRADEMARK
REEL: 004155 FRAME: 0730

EXHIBIT D

JOINDER AGREEMENT

JOINDER AGREEMENT, dated as of _____, 20__ (the "Joinder Agreement"), made by _____ (the "Additional Guarantor"), in favor of The United States Department of the Treasury (the "Secured Party") in connection with the IP Pledge Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such IP Pledge Agreement.

W I T N E S S E T H:

WHEREAS, GENERAL MOTORS COMPANY (together with its successors and assigns, the "Borrower") and certain of its Affiliates (other than the Additional Guarantor) have entered into the Amended and Restated Intellectual Property Pledge Agreement, dated as of July 10, 2009 (as amended, supplemented, restated or otherwise modified from time to time, the "IP Pledge Agreement") in favor of the Secured Party;

WHEREAS, pursuant to Section 5.23 of the Credit Agreement the Additional Guarantor is required to become a party to the IP Pledge Agreement; and

WHEREAS, the Additional Guarantor has agreed to execute and deliver this Joinder Agreement in order to become a party to the IP Pledge Agreement;

NOW, THEREFORE, IT IS AGREED:

1. IP Pledge Agreement. By executing and delivering this Joinder Agreement, the Additional Pledgor, as provided in Section 5.23 of the Credit Agreement and Section 6(s) of the IP Pledge Agreement, hereby becomes a party to the IP Pledge Agreement as a Guarantor thereunder with the same force and effect as if originally named therein as a Guarantor (except that its obligations thereunder, including the obligation to make representations thereunder, shall take effect from the date hereof) and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Guarantor thereunder and hereby grants to the Secured Party, as collateral security for the prompt and complete payment or performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Guarantor, a security interest in, all of the Collateral. The information set forth in Annex D-1 hereto is hereby added to the information set forth in the Schedules to the IP Pledge Agreement.

2. Governing Law. THIS JOINDER 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.

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IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GUARANTOR]

By: _____
Name:
Title:

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Annex D-1 to
Joinder Agreement

Supplement to Exhibit A: Copyrights

Supplement to Exhibit B: Patents

Supplement to Exhibit C: Copyrights

TRADEMARK
RECORDED: 02/25/2010
REEL: 004155 FRAME: 0733