TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the domestic state and entity type of the Assignee listed on the Security Interest previously recorded on Reel 003965 Frame 0801. Assignor(s) hereby confirms the original conveyance of a Security Interest to Wells Fargo Foothill, LLC.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kia Motors America, Inc.		03/03/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC
Street Address:	2450 Colorado Ave., Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	77680662	K-DEP KIA DEALER EXCELLENCE PROGRAM CERTIFIED DEALER 2009
Serial Number:	77680658	K-DEP KIA DEALER EXCELLENCE PROGRAM CERTIFIED DEALER
Serial Number:	77663194	A NEW WAY TO ROLL
Serial Number:	77658275	ICON
Serial Number:	77637193	ECOMINDER
Serial Number:	77630787	FORTE
Registration Number:	3599378	BORREGO
Registration Number:	3269865	RONDO
Registration Number:	3101388	KIA
Registration Number:	3139657	KMFC
Registration Number:	3436562	KMFC KIA MOTORS FINANCE COMPANY

CH $390.00 77680662

Registration Number:	3289296	KIA OPTIMA
Registration Number:	2640705	SPORTMATIC
Registration Number:	2487400	ONE LESS BUMP IN THE ROAD
Registration Number:	2605304	SPECTRA

CORRESPONDENCE DATA

Fax Number: (415)268-7522

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415-268-7000

Email: jdecker@mofo.com

Correspondent Name: Lynn M. Humphreys

Address Line 1: 425 Market Street

Address Line 2: Morrison & Foerster LLP

Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	43852-11
NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/Lynn M. Humphreys/
Date:	09/24/2010

Total Attachments: 12

source=43852-11 - Original Security Agreement - Kia - Wells Fargo#page1.tif
source=43852-11 - Original Security Agreement - Kia - Wells Fargo#page2.tif
source=43852-11 - Original Security Agreement - Kia - Wells Fargo#page3.tif
source=43852-11 - Original Security Agreement - Kia - Wells Fargo#page4.tif
source=43852-11 - Original Security Agreement - Kia - Wells Fargo#page5.tif
source=43852-11 - Original Security Agreement - Kia - Wells Fargo#page6.tif
source=43852-11 - Original Security Agreement - Kia - Wells Fargo#page7.tif
source=43852-11 - Original Security Agreement - Kia - Wells Fargo#page8.tif
source=43852-11 - Original Security Agreement - Kia - Wells Fargo#page9.tif
source=43852-11 - Original Security Agreement - Kia - Wells Fargo#page10.tif
source=43852-11 - Original Security Agreement - Kia - Wells Fargo#page11.tif
source=43852-11 - Original Security Agreement - Kia - Wells Fargo#page12.tif

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

04/03/2009
900131010

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KIA MOTORS AMERICA, INC.		03/30/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC
Street Address:	2450 Colorado Ave., Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3269865	RONDO
Registration Number:	3101388	KIA
Registration Number:	3139657	KMFC
Registration Number:	3436562	KMFC KIA MOTORS FINANCE COMPANY
Registration Number:	3289296	KIA OPTIMA
Registration Number:	2640705	SPORTMATIC
Registration Number:	2487400	ONE LESS BUMP IN THE ROAD
Registration Number:	2605304	SPECTRA
Serial Number:	77680662	K-DEP KIA DEALER EXCELLENCE PROGRAM CERTIFIED DEALER 2009
Serial Number:	77680658	K-DEP KIA DEALER EXCELLENCE PROGRAM CERTIFIED DEALER
Serial Number:	77663194	A NEW WAY TO ROLL
Serial Number:	77658275	ICON
Serial Number:	77637193	ECOMINDER

CH $390.00 3269865

Serial Number:	77630787	FORTE
Serial Number:	77259991	BORREGO

CORRESPONDENCE DATA

Fax Number: (800)680-9592

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: Oleh.Hereliuk@federalresearch.com

Correspondent Name: CBCInnovis dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Oleh Hereliuk

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	434850
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	04/03/2009

Total Attachments: 7
source=434850#page1.tif
source=434850#page2.tif
source=434850#page3.tif
source=434850#page4.tif
source=434850#page5.tif
source=434850#page6.tif
source=434850#page7.tif

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

KIA MOTORS AMERICA, INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: California
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Wells Fargo Foothill, LLC
Internal Address:
Street Address: 2450 Colorado Ave., Suite 3000 West
City: Santa Monica
State: California
Country: USA Zip: 90404

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☑ Corporation Citizenship California
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☑ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 30, 2009

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
77680662 (See Schedule I)

Additional sheet(s) attached? ☑ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation
Internal Address: Attention: Oleh Hereliuk
Street Address: 1030 15th Street, NW
Suite 920
City: Washington
State: DC Zip: 20005
Phone Number: 1-800-846-3190
Fax Number:
Email Address:

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 390.00

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☑ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature — March 31, 2009 Date

Djenaba Parker, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of March, 2009, among Grantor listed on the signature pages hereof ("Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns, if any, in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Kia Motors America, Inc., as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), certain other agents and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash

collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

KIA MOTORS AMERICA, INC.,
a California corporation

By: _____
Name: Byeong Woo (David) Kim
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004284 FRAME: 0209

AGENT:

WELLS FARGO FOOTHILL, LLC,
a Delaware limited liability company,
as Agent

By: Brent E. Shay
Name: Brent E. Shay
Title: Vice President

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Owner	Application / Registration No.	Application / Registration Date	Registered/Pending
K-DEP KIA DEALER EXCELLENCE PROGRAM CERTIFIED DEALER 2009	Grantor	77680662	2/27/09	Pending
K-DEP KIA DEALER EXCELLENCE PROGRAM CERTIFIED DEALER	Grantor	77680658	2/27/09	Pending
A NEW WAY TO ROLL	Grantor	77663194	2/04/09	Pending
ICON	Grantor	77658275	1/28/09	Pending
ECOMINDER	Grantor	77637193	12/19/08	Pending
FORTE	Grantor	77630787	12/10/08	Pending
BORREGO	Grantor	77259991	8/20/07	Pending
RONDO	Grantor	3269865	7/24/07	Registered
KIA	Grantor	3101388	6/06/06	Registered
KMFC	Grantor	3139657	9/05/06	Registered
KMFC KIA MOTORS FINANCE COMPANY	Grantor	3436562	5/27/08	Registered
KIA OPTIMA	Grantor	3289296	9/11/07	Registered
SPORTMATIC	Grantor	2640705	7/17/01	Registered
ONE LESS BUMP IN THE ROAD	Grantor	2487400	9/11/01	Registered
SPECTRA	Grantor	2605304	8/06/02	Registered

28800795 09047408