

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
GENERAL MOTORS LLC		11/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC CENTURY MOTORS, INC.		
Street Address:	No.2, Jing Yuan North Street, BDA		
City:	Bei Jing		
State/Country:	CHINA		
Entity Type:	CORPORATION: CHINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77805674	NEXTEER AUTOMOTIVE	
CORRESPONDENCE DATA			
Fax Number:	(212)949-9190		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-885-9206		
Email:	cgolden@lawabel.com		
Correspondent Name:	Constance Golden		
Address Line 1:	666 Third Avenue		
Address Line 4:	New York, NEW YORK 10017-5621		
ATTORNEY DOCKET NUMBER:	610485		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

900190726

TRADEMARK
REEL: 004532 FRAME: 0298

CH \$40.00 77805674

Address Line 4:

NAME OF SUBMITTER:

Constance Golden

Signature:

/Constance Golden/

Date:

05/02/2011

Total Attachments: 4

source=20110502120928745#page1.tif

source=20110502120928745#page2.tif

source=20110502120928745#page3.tif

source=20110502120928745#page4.tif

NEXTEER TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, GENERAL MOTORS LLC, a limited liability company organized and existing under the laws of the State of Delaware, with an office at 300 Renaissance Center, Detroit, Michigan 48265-3000 (hereinafter, called the Assignor) is the owner of the trademark and service mark applications and registrations set forth in Schedule A attached hereto ("Nexteer Trademarks");

AND, WHEREAS, Pacific Century Motors, Inc., a company organized and existing under the laws of China, with an office at No.2, Jing Yuan North Street, BDA, Bei Jing, China (hereinafter, called the Assignee) is desirous of acquiring the Assignor's entire right, title and interest in and to the Nexteer Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer unto the Assignee, its successors and assigns, its entire right, title and interest in and to the Nexteer Trademarks, including the right to sue for past infringement, together with common law rights and that part of the goodwill of the Assignor's business connected with the use of and symbolized by the Nexteer Trademarks.

The Assignor represents that it does not own any other applications or registrations for the Nexteer Trademarks in any country or jurisdiction, other than those listed in the attached Schedule A, and should the same exist, by this assignment Assignor does hereby transfer all of its right, title and interest thereto to Assignee, including any and all common law rights therein.

Assignor agrees to execute whatever additional documents are reasonably necessary to record the transfer of the Nexteer Trademarks assigned hereunder in any country or jurisdiction in the world.

IN WITNESS WHEREOF, the Assignor has hereunto executed this Assignment as of the 30th day of November, 2010.

GENERAL MOTORS LLC

By: Teresa Holderer
Name: Teresa Holderer
Title: Authorized Representative

Notarial Attestation

I hereby certify the above company is a juristic person duly organized under the laws of Delaware and that the signature above is that of Teresa Holderer (name, title) for Assignor who is duly authorized to sign on behalf of the above-mentioned company.

(Notarial Seal)

Michele L. Moskal
Notary Public

OFFICIAL SEAL

Michele L. Moskal

Notary Public State of Michigan

County of Saginaw

My commission expires August 1, 2016

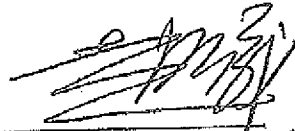
[Signatures continue on the following page.]

TRADEMARK

REEL: 004532 FRAME: 0300

IN WITNESS WHEREOF, the Assignee has hereunto executed this Assignment as of the 30th day of November, 2010.

PACIFIC CENTURY MOTORS, INC.

By: 
Name: _____ Guangyi Zhao
Title: _____ Chairman of the Board

Notarial Attestation

I hereby certify the above company is a juristic person duly organized under the laws of China and that the signature above is that of Mr. Guangyi Zhao (name and title) for Assignee who is duly authorized to sign on behalf of the above-mentioned company.

(Notarial Seal)


Notary Public

ACTIVE:8482898.4

OFFICIAL SEAL
Michèle L. Moskal
Notary Public State of Michigan
County of Saginaw
My commission expires August 1, 2018

Schedule A
Nexteer Trademarks

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>REG/APP NO.</u>
NEXTEER	ARGENTINA	A	2967062
NEXTEER AUTOMOTIVE AND DESIGN	ARGENTINA	A	2967063
NEXTEER	AUSTRALIA	R	1337387
NEXTEER AUTOMOTIVE AND DESIGN	AUSTRALIA	R	1337386
TILT-WHEEL AND LINES LOGO	AUSTRALIA	R	A580126
TILT-WHEEL LOGO	AUSTRALIA	R	518306
SAGINAW	BENELUX	R	66457
TILT-WHEEL (STYLIZED)	BENELUX	R	466789
TILT-WHEEL LOGO	BENELUX	R	469747
NEXTEER	BRAZIL	A	830482261
NEXTEER AUTOMOTIVE AND DESIGN	BRAZIL	A	830482253
NEXTEER	CANADA	A	1462640
NEXTEER AUTOMOTIVE AND DESIGN	CANADA	A	1462641
NEXTEER	CHINA	A	7953609
NEXTEER AUTOMOTIVE AND DESIGN	CHINA	A	7953611
SAGINAW IN CHINESE CHARACTERS	CHINA	R	898297
SAGINAW IN CHINESE CHARACTERS	CHINA (TAIWAN)	R	749210
NEXTEER	EUROPEAN COMMUNITY	A	8761918
NEXTEER AUTOMOTIVE AND DESIGN	EUROPEAN COMMUNITY	A	8762403
QUADRASTEER	EUROPEAN COMMUNITY	R	3591526
TILT-WHEEL	FRANCE	R	1548340
TILT-WHEEL LOGO	FRANCE	R	1548339
SAGINAW & DEVICE (WITH WORDS)	GERMANY	R	1159197
SAGINAW DEVICE	GERMANY	R	1159196
TILT-WHEEL AND LINES LOGO	GERMANY	R	1163304
TILT-WHEEL LOGO	GERMANY	R	1162526
NEXTEER	HONG KONG	R	301502027
NEXTEER AUTOMOTIVE AND DESIGN	HONG KONG	R	301502018
NEXTEER	INDIA	A	1896743
NEXTEER AUTOMOTIVE AND DESIGN	INDIA	A	1896742
NEXTEER	INDONESIA	A	D002009041857
NEXTEER AUTOMOTIVE AND DESIGN	INDONESIA	A	D002009041854
NEXTEER	ISRAEL	A	225635
NEXTEER AUTOMOTIVE AND DESIGN	ISRAEL	A	225634
TILT-WHEEL	ITALY	R	874231
TILT-WHEEL LOGO	ITALY	R	874230
NEXTEER	JAPAN	A	2009-096061
NEXTEER AUTOMOTIVE AND DESIGN	JAPAN	A	2009-096065
SAGINAW EMBLEM	JAPAN	R	1894839
NEXTEER	KOREA (SOUTH)	A	40-2009-62199
NEXTEER AUTOMOTIVE AND DESIGN	KOREA (SOUTH)	A	40-2009-62198
NEXTEER	KUWAIT	A	108578
NEXTEER AUTOMOTIVE AND DESIGN	KUWAIT	A	108579
NEXTEER	MEXICO	A	1059650
NEXTEER AUTOMOTIVE AND DESIGN	MEXICO	A	1059651
NEXTEER	NEW ZEALAND	R	817333
NEXTEER AUTOMOTIVE AND DESIGN	NEW ZEALAND	R	817332
NEXTEER	NORWAY	A	200913283
NEXTEER AUTOMOTIVE AND DESIGN	NORWAY	A	200913282
NEXTEER	PARAGUAY	A	46339/2009
NEXTEER AUTOMOTIVE AND DESIGN	PARAGUAY	A	46340/2009
NEXTEER	RUSSIA	A	2009733027
NEXTEER AUTOMOTIVE AND DESIGN	RUSSIA	A	2009733026
NEXTEER	SAUDI ARABIA	A	150138

8494458.1

Schedule A
Nexteer Trademarks

NEXTEER AUTOMOTIVE AND DESIGN	SAUDI ARABIA	A	150139
NEXTEER	SINGAPORE	A	T1000320A
NEXTEER AUTOMOTIVE AND DESIGN	SINGAPORE	A	T1000325B
NEXTEER	SWITZERLAND	R	598794
NEXTEER AUTOMOTIVE AND DESIGN	SWITZERLAND	R	599144
NEXTEER	TURKEY	A	2009/69454
NEXTEER AUTOMOTIVE AND DESIGN	TURKEY	A	2009/69455
NEXTEER	UNITED ARAB EMIRATES	A	137022
NEXTEER AUTOMOTIVE AND DESIGN	UNITED ARAB EMIRATES	A	137023
TILT-WHEEL AND LOGO	UNITED KINGDOM	R	1397810
TILT-WHEEL LOGO	UNITED KINGDOM	R	1397802
NEXTEER	UNITED STATES	A	77/805680
NEXTEER AUTOMOTIVE AND DESIGN	UNITED STATES	A	77/805674
NEXTEER	URUGUAY	A	408577
NEXTEER AUTOMOTIVE AND DESIGN	URUGUAY	A	408576
NEXTEER	VENEZUELA	A	21379-2009
NEXTEER AUTOMOTIVE AND DESIGN	VENEZUELA	A	21382-2009

8494458.1