

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
Global Engine Manufacturing Alliance LLC		05/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	388 Greenwich Street		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77623183	GLOBAL ENGINE MANUFACTURING ALLIANCE	
Registration Number:	3208928		
CORRESPONDENCE DATA			
Fax Number:	(202)956-7069		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 956-7685		
Email:	carrier@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1701 Pennsylvania Avenue, N.W.		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-5805		
NAME OF SUBMITTER:	Rita M. Carrier		
Signature:	/Rita M. Carrier/		

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Date:

05/27/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

dated as of May 24, 2011 (this “**Agreement**”), between GLOBAL ENGINE MANUFACTURING ALLIANCE LLC, a Delaware limited liability company (the “**Grantor**”), and CITIBANK, N.A., a national banking association (“**CITI**”), as Administrative Agent (in such capacity, the “**Administrative Agent**”) and Collateral Agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Credit Agreement dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Chrysler Group LLC (the “**Company**”), certain Subsidiaries of the Company party thereto, the Lenders from time to time party thereto, and CITI, as Administrative Agent and Collateral Agent, and (b) the Guarantee and Collateral Agreement dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among the Company, the Subsidiary Credit Parties from time to time party thereto (including the Grantor), and CITI, as Administrative Agent and Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Company and the Borrowing Subsidiaries subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an Affiliate of the Company, will derive substantial benefits from the extension of credit to the Company and the Borrowing Subsidiaries pursuant to the Credit Agreement, and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Collateral Agreement did grant, and hereby acknowledges such grant, to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all trademarks, service marks, trade names, and logos, all registrations and recordings thereof, and all applications for registration and recording filed in connection therewith, including registrations and applications for registration in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule I, and all goodwill associated therewith or symbolized thereby.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. This agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

GLOBAL ENGINE MANUFACTURING
ALLIANCE LLC

by



Name: Jereon Trudell


Title: ASSISTANT SECRETARY

[Signature Page to the Trademark Security Agreement (GEMA)]

TRADEMARK
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CITIBANK, N.A., as Administrative Agent

by


Name: Wayne C. Beckmann
Title: Managing Director
Co-Head Global Industrials Group
388 Greenwich Street
New York, NY 10013
212-816-5566

CITIBANK, N.A., as Collateral Agent

by

Name:
Title:

CITIBANK, N.A., as Administrative Agent

by

Name:

Title:

CITIBANK, N.A., as Collateral Agent

by



Name:

Title:

Miriam Molina
Vice President

[Signature Page to the Trademark Security Agreement (GEMA)]

TRADEMARK
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SCHEDULE I

Trademarks

No.	Mark	Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date
1.	GLOBAL ENGINE MANUFACTURING ALLIANCE and Design	Global Engine Manufacturing Alliance LLC	Filed	77/623,183	11/28/2008		
2.	Circle Design	Global Engine Manufacturing Alliance LLC	Registered	78/866,885	4/21/2006	3,208,928	2/13/2007