

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:

05/31/2011

Total Attachments: 5

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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, and Citibank, N.A., a national banking association, as Collateral Agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Indenture dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Indenture**”), among the Chrysler Group LLC (the “**Company**”), CG Co-Issuer Inc. (a Delaware corporation and wholly-owned subsidiary of the Company, the “**Co-Issuer**” and, together with the Company, the “**Issuers**”), the guarantors party thereto, Wilmington Trust FSB, as Trustee, and Citibank, N.A., as the Collateral Agent, paying agent, registrar and authenticating agent, and (b) the 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 Co-Issuer, the Collateral Agent and the grantors party thereto.

Pursuant to the terms of the Indenture, the Issuers will issue 8% Secured Senior Notes due 2019 and 8¼% Secured Senior Notes due 2021 (the “**Notes**”), and the Issuers’ obligations under the Indenture and Notes will be guaranteed by the Guarantors. The Issuers and the Guarantors will derive substantial benefits from the transactions contemplated by the Indenture. The Grantors (including Global Engine Manufacturing Alliance LLC) that are Guarantors have agreed, pursuant to the Indenture, and Chrysler Investment Holdings LLC, in light of the direct and indirect benefits it will receive from the transactions contemplated by the Indenture, to grant a security interest in the Collateral for the benefit of the Holders to secure the payment and performance of the Secured Obligations set forth in the Indenture, subject to the terms of the Intercreditor Agreement, including with respect to the relative rights and priorities in respect of the Collateral.

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 Indenture or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.04 of the Indenture 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, Global Engine Manufacturing Alliance LLC, 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 that Global Engine Manufacturing Alliance LLC now owns or at any time hereafter acquires or in, to or under which Global Engine

Manufacturing Alliance LLC now has or at any time hereafter may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) 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. Global Engine Manufacturing Alliance LLC 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.

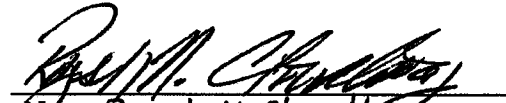
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature 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: Rajesh N. Choudhary
Title: Assistant Secretary

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

TRADEMARK
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CITIBANK, N.A.,
not in its individual capacity but solely
as Collateral Agent.

by



Name:

Title:

Cirino Emanuele
Vice President

[Signature Page to Trademark Security Agreement (GEMA)]

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