

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	SECURITY INTEREST								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>General Motors LLC</td> <td></td> <td>10/27/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	General Motors LLC		10/27/2010	LIMITED LIABILITY COMPANY: DELAWARE	
Name	Formerly	Execution Date	Entity Type						
General Motors LLC		10/27/2010	LIMITED LIABILITY COMPANY: DELAWARE						
RECEIVING PARTY DATA									
Name:	Wilmington Trust Company								
Street Address:	1110 North Market Street, Rodney Square North								
City:	Wilmington								
State/Country:	DELAWARE								
Postal Code:	19890								
Entity Type:	CORPORATION: DELAWARE								
PROPERTY NUMBERS Total: 9									
Property Type	Number	Word Mark							
Serial Number:	85192071	AMP							
Serial Number:	85183089	CADILLAC RACING							
Serial Number:	85184404	CASCADE							
Serial Number:	85183090	CHEVROLET							
Serial Number:	85192085	CHEVROLET AMP							
Serial Number:	85192100	CHEVROLET STROBE							
Serial Number:	85178926	GMC GRANITE							
Serial Number:	85183092	HUMMER							
Serial Number:	85192091	STROBE							
CORRESPONDENCE DATA									
Fax Number: (248)267-4285									
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone: 313-665-4697									
Email: lisa.k.benkarski@gm.com									

CH \$240.00 85192071

900195617

TRADEMARK
 REEL: 004571 FRAME: 0015

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. Gorbato
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Signature:	/TGG/
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Date:	06/28/2011
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Total Attachments: 10

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EXHIBIT D-2
to
Credit Agreement

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2010 (this "Agreement"), is made by GENERAL MOTORS LLC, a Delaware limited liability company (together with its successors and permitted assigns, "GM LLC"), located at 300 Renaissance Center, Detroit, Michigan 48265-3000, and ONSTAR, LLC, a Delaware limited liability company (together with its successors and permitted assigns, "OnStar"; and, together with GM LLC, collectively, the "Grantors" and each, a "Grantor"), located at 400 Renaissance Center, Detroit, Michigan 48265-4000, in favor of WILMINGTON TRUST COMPANY, a Delaware corporation, located at 1110 North Market Street, Rodney Square North, Wilmington, Delaware 19890, as collateral trustee (in such capacity, together with any successor thereto in such capacity, the "Collateral Trustee"), under the Collateral Trust Agreement, dated as of October 27, 2010 (as amended, supplemented, or otherwise modified from time to time, the "Collateral Trust Agreement"), among, *inter alia*, the Grantors and the Collateral Trustee.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 27, 2010 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among General Motors Holdings LLC, a Delaware limited liability company (together with its successors and permitted assigns, the "Borrower"), the lenders party thereto (collectively, the "Credit Agreement Lenders"), Citibank, N.A., as administrative agent (in such capacity, together with any successor thereto in such capacity, the "Credit Agreement Administrative Agent"), and Bank of America, N.A., as syndication agent, the Credit Agreement Lenders have severally agreed to make extensions of credit to or for the account of the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors (among others) have executed and delivered a Security Agreement, dated as of October 27, 2010 (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Trustee for the benefit of the First Priority Secured Parties and the Second Priority Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantors severally pledged and granted to the Collateral Trustee for the benefit of the First Priority Secured Parties and the Second Priority Secured Parties separate continuing security interests in, *inter alia*, the Trademarks (including, without limitation those items set forth on Schedule A) (collectively, the "Trademark Collateral"); and

WHEREAS, the Grantors have each duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor, severally and for itself alone, hereby agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings assigned to such terms in the Security Agreement, and/or the Collateral Trust Agreement, as applicable.

SECTION 2. Grant of Security Interest for First Priority Secured Obligations. Each Grantor, severally and for itself alone, hereby grants a security interest in, all of such Grantor's right, title, and interest in, to and under the Trademark Collateral, to the Collateral Trustee, for the benefit of the First Priority Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) and at all times thereafter of the First Priority Secured Obligations.

SECTION 3. Grant of Security Interest for Second Priority Secured Obligations. Each Grantor, severally and for itself alone, hereby grants a security interest in, all of such Grantor's right, title, and interest in, to and under the Trademark Collateral, to the Collateral Trustee, for the benefit of the Second Priority Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) and at all times thereafter of the Second Priority Secured Obligations (it being understood and agreed that such security interest shall have the priority afforded to Second Priority Secured Obligations in the Collateral Trust Agreement).

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grants of security interests herein with the United States Patent and Trademark Office. The security interests granted hereby have been granted to the Collateral Trustee, for the benefit of the First Priority Secured Parties or the Second Priority Secured Parties, as the case may be, in connection with the Security Agreement and are expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Trustee, for the benefit of the First Priority Secured Parties or the Second Priority Secured Parties, as the case may be, thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 5. Acknowledgment. Each Grantor, severally and for itself alone, does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee, for the benefit of the First Priority Secured Parties or the Second Priority Secured Parties, as the case may be, with respect to the applicable security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 27th day of October, 2010.

GENERAL MOTORS LLC, as Grantor

By: 
Name: Niharika Ramdev
Title: Assistant Treasurer

ONSTAR, LLC, as Grantor

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY,
as Collateral Trustee

By: _____
Name:
Title:

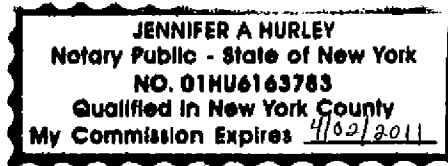
ACKNOWLEDGMENT OF GRANTOR

STATE OF)
)ss
COUNTY OF)

On the 12th day of October, 2010, before me personally came Niharika Ramdev, who is personally known to me to be the Assistant Treasurer of GENERAL MOTORS LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/~~he~~ is the Assistant Treasurer in such company, the company described in and which executed the foregoing instrument; that she/~~he~~ executed and delivered said instrument pursuant to authority given by the Board of Managers of such company; and that she/~~he~~ acknowledged said instrument to be the free act and deed of said company.

Jennifer A Hurley
Notary Public

(PLACE STAMP AND SEAL ABOVE)



Acknowledgment to Trademark Security Agreement

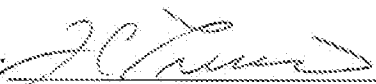
TRADEMARK
REEL: 004571 FRAME: 0021

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 27th day of October, 2010.

GENERAL MOTORS LLC, as Grantor

By: _____
Name: _____
Title: _____

ONSTAR, LLC, as Grantor

By:  _____
Name: J. C. PREUSS
Title: PRESIDENT, ONSTAR

WILMINGTON TRUST COMPANY,
as Collateral Trustee

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF Michigan)
)ss
COUNTY OF Macomb)

On the 14 day of October, 2010, before me personally came J.C. Preuss, who is personally known to me to be the President of ONSTAR, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the President in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Managers of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.

Deanna Petkov
Notary Public

DEANNA PETKOV
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES JUL 8, 2015

(PLACE STAMP AND SIGN ABOVE)

Acknowledgment to Trademark Security Agreement

TRADEMARK
REEL: 004571 FRAME: 0023

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 27th day of October, 2010.

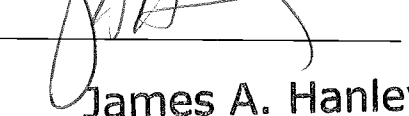
GENERAL MOTORS LLC, as Grantor

By: _____
Name:
Title:


ONSTAR, LLC, as Grantor

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY,
as Collateral Trustee

By: _____
Name:
Title: 
James A. Hanley
Vice President

STATE OF Delaware)
COUNTY OF New Castle)ss


 TIRA L. JOHNSON
 MY COMMISSION
 EXPIRES SEPT. 29, 2011
 NOTARY PUBLIC
 STATE OF DELAWARE

(PLACE STAMP AND SEAL ABOVE)

TRADEMARK
REEL: 004571 FRAME: 0025

SCHEDULE A

U.S. Trademark Registrations and Applications

1. GENERAL MOTORS LLC

<u>Trademark</u>	<u>Registration or Serial Number</u>

2. ONSTAR, LLC

<u>Trademark</u>	<u>Registration or Serial Number</u>