

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		02/07/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3208928		
CORRESPONDENCE DATA			
Fax Number:	2029567069		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	carrierr@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1700 New York Avenue, N.W.		
Address Line 2:	Suite 700		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	Rita M. Carrier		
Signature:	/Rita M. Carrier/		
Date:	02/26/2014		

OP \$40.00 3208928

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

dated as of February 7, 2014 (this “**Agreement**”), between GLOBAL ENGINE MANUFACTURING ALLIANCE LLC, a Delaware limited liability company (“**GEMA**”), and JPMORGAN CHASE BANK, N.A., a national banking association with an address at 10 S. Dearborn, 7th Floor, Chicago, IL 60603 (“**JPMCB**”), as Administrative Agent (in such capacity, the “**Administrative Agent**”) and Collateral Agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Term Loan Credit Agreement dated as of February 7, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Chrysler Group LLC (the “**Company**”), the Lenders from time to time party thereto and JPMCB, as Administrative Agent and Collateral Agent, and (b) the Guarantee and Collateral Agreement dated as of February 7, 2014 (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 and JPMCB, as Administrative Agent and Collateral Agent. The Lenders have agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. GEMA is a Subsidiary of the Company, will derive substantial benefits from the extension of credit to the Company pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders 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, GEMA 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 GEMA or in, to or under which GEMA 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. GEMA 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.

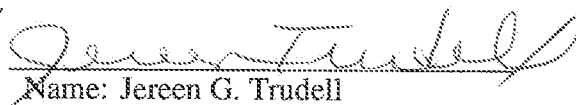
SECTION 4. FIRST LIEN INTERCREDITOR AGREEMENT. THIS AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE FIRST LIEN INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 7, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME), BY AND AMONG THE COMPANY AND EACH OF THE OTHER GRANTORS (AS THAT TERM IS DEFINED IN THE FIRST LIEN INTERCREDITOR AGREEMENT) PARTY THERETO, CITI, ACTING THROUGH ITS AGENCY AND TRUST DEPARTMENT, AS COLLATERAL AGENT FOR THE SECURED PARTIES UNDER THE EXISTING CREDIT AGREEMENT DOCUMENTS, THE COLLATERAL AGENT, AND EACH OTHER ADDITIONAL COLLATERAL AGENT FROM TIME TO TIME PARTY THERETO.

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]

GLOBAL ENGINE MANUFACTURING
ALLIANCE LLC

by



Name: Jereen G. Trudell

Title: Assistant Secretary

[Signature Page -- GEMA Trademark Security Agreement (Term Loan Credit Agreement)]

[[3451148]]

TRADEMARK
REEL: 005224 FRAME: 0215

JPMORGAN CHASE BANK, N.A., as
Administrative Agent and Collateral Agent,

by



Name: Gene R. Riego de Dios
Title: Vice President

REGISTERED TRADEMARKS OWNED BY GLOBAL ENGINE MANUFACTURING
ALLIANCE LLC

U.S. Trademark Registrations

No.	Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
1.	MISCELLANEOUS DESIGN (GLOBAL ENGINE MANUFACTURING ALLIANCE LOGO)	Global Engine Manufacturing Alliance	78/866885	04/21/2006	3208928	02/13/2007