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
Chrysler Group LLC		02/07/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Registration Number:	4256252	392 HEMI
Registration Number:	4332127	ACRX
Registration Number:	4452183	ACTIVE AIR
Registration Number:	4293385	ALTITUDE
Registration Number:	4142622	BLACKTOP
Registration Number:	4357130	BUSINESS LINK
Registration Number:	4448601	CHRYSLER CAPITAL
Registration Number:	4306209	POWERED BY COMPRESSED NATURAL GAS
Registration Number:	4325240	DART
Registration Number:	4293403	DART AERO
Registration Number:	4183239	DODGE CIRCUIT
Registration Number:	4309126	DODGE DART
Registration Number:	4302614	GET STUNG
Registration Number:	4269692	GLACIER

OP $1840.00 4256252

Registration Number:	4093918	GRAND CARAVAN
Registration Number:	4441441	GRAND CHEROKEE SUMMIT
Registration Number:	4441442	GRAND CHEROKEE SUMMIT
Registration Number:	4091155	JEEP
Registration Number:	4150277	JEEP ARCTIC 90º N 0º W
Registration Number:	4120990	LIBERTY JET
Registration Number:	4435192	M MOPAR OWNER CONNECT
Registration Number:	4332051	ON THE JOB
Registration Number:	4347906	RAM JAM
Registration Number:	4202545	RAM JAM
Registration Number:	4441245	RAM PROMASTER
Registration Number:	4411617	TIGERSHARK
Registration Number:	4280729	TRAILHAWK
Registration Number:	4370039	WIADVISOR
Registration Number:	4316726	WRANGLER FREEDOM EDITION
Registration Number:	4203494	YELLOW JACKET
Serial Number:	85646675	313
Serial Number:	85510923	700C
Serial Number:	85700397	8 MILE
Serial Number:	85660604	ALLSECURE
Serial Number:	86146854	ASPEN
Serial Number:	85820343	BADGE OF HONOR
Serial Number:	85511492	BARRACUDA
Serial Number:	85820336	CATTIVA
Serial Number:	85484545	CHEROKEE
Serial Number:	85726844	CHRYSLER 100
Serial Number:	85510899	CHRYSLER 700C
Serial Number:	85723041	CROSSROAD
Serial Number:	86030848	DETROIT HANDCRAFTED HORSEPOWER
Serial Number:	86133807	DETROIT MOTOR WORKS
Serial Number:	85659016	DIVERSIFIED CERTIFIED
Serial Number:	85768899	DRAGON EDITION
Serial Number:	86129408	
Serial Number:	86129401	
Serial Number:	85453266	DUSTER

	85660232	ECODIESEL 3.0L
Serial Number:	85501040	EVE ENTERPRISE VISUAL ENGINE
Serial Number:	85457774	GRAND WAGONEER
Serial Number:	85965061	HIGH ALTITUDE
Serial Number:	85453272	HORNET
Serial Number:	85550597	JXP JEEP XTREME PERFORMANCE
Serial Number:	85550523	JXP JEEP XTREME PERFORMANCE
Serial Number:	85551695	JXP JEEP XTREME PERFORMANCE
Serial Number:	85838831	KEEP PLOWING
Serial Number:	85652743	LANESENSE
Serial Number:	85613196	LONGITUDE
Serial Number:	85650654	MOAB
Serial Number:	85698465	MOPAR VEHICLE PROTECTION
Serial Number:	86006629	NITRO
Serial Number:	85525634	NOT ALL BAD BOYS ARE CREATED EQUAL
Serial Number:	85838815	OPERATION SAFE RETURN
Serial Number:	86056688	JEEP 78°S 106°E POLAR
Serial Number:	85724339	RAM PROMASTER CITY
Serial Number:	86040448	10TH ANNIVERSARY
Serial Number:	86048726	SCAT PACK
Serial Number:	86109750	
Serial Number:	86079867	SELEC-TRACK
Serial Number:	85820333	TENEBRA
Serial Number:	85838823	THE YEAR OF THE FARMER

CORRESPONDENCE DATA

Fax Number: 2029567069

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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/

	02/26/2014

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT NO. 2 dated as of February 7, 2014 (this "**Agreement**"), between CHRYSLER GROUP LLC, a Delaware limited liability company (the "**Company**"), and CITIBANK, N.A., a national banking association with an address at 388 Greenwich Street, New York, NY 10013 ("**CITI**"), as Collateral Agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Indenture, dated as of May 24, 2011, as supplemented by the First Supplemental Indenture, dated as of February 2, 2012 and the Second Supplemental Indenture, dated as of April 5, 2013 (as supplemented and as further amended, supplemented or otherwise modified from time to time, the "**Indenture**"), among 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 National Association, as successor by merger to Wilmington Trust FSB, as Trustee and CITI, 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 have issued 8% Secured Senior Notes due 2019 and 8¼% Secured Senior Notes due 2021 (the "**Notes**"), and the Issuers' obligations under the Indenture and Notes are guaranteed by the Guarantors. The Issuers and the Guarantors derive and will derive substantial benefits from the transactions contemplated by the Indenture. The Grantors (including the Company) that are Guarantors have agreed, pursuant to the Indenture, and Chrysler Investment Holdings LLC, in light of the direct and indirect benefits it receives and 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, the Company 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 the Company or in, to or

under which the Company 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 Company 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. SECOND LIEN INTERCREDITOR AGREEMENT. THE LIEN AND SECURITY INTEREST CREATED BY THIS AGREEMENT ON THE PROPERTY DESCRIBED HEREIN IS JUNIOR AND SUBORDINATE, IN ACCORDANCE WITH THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MAY 24, 2011, AMONG CITIBANK, N.A., AS FIRST PRIORITY REPRESENTATIVE, CITIBANK, N.A., AS SECOND PRIORITY REPRESENTATIVE, EACH ADDITIONAL FIRST PRIORITY REPRESENTATIVE AND SECOND PRIORITY REPRESENTATIVE FROM TIME TO TIME PARTY THERETO, CHRYSLER GROUP LLC, CG CO-ISSUER INC. AND THE OTHER CREDIT PARTIES REFERRED TO THEREIN, AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME, TO EACH LIEN AND SECURITY INTEREST ON SUCH PROPERTY NOW OR HEREAFTER GRANTED TO ANY FIRST PRIORITY REPRESENTATIVE UNDER ANY FIRST PRIORITY DOCUMENT REFERRED TO THEREIN, AND ITS SUCCESSORS AND ASSIGNS.

SECTION 5. 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 6. 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]

CHRYSLER GROUP LLC

by _____

Name: Jereen G. Trudell
Title: Assistant Secretary

[Signature Page – Trademark Security Agreement (Second Lien)]

CITIBANK, N.A., as Collateral Agent,

by

Name: Cirino Emanuele
Title: Vice President

[Signature Page – Trademark Security Agreement (Second Lien)]

SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT NO. 2

No.	Mark	Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date
1.	313	Chrysler Group LLC	Filed	85/646675	06/08/2012		
2.	700C	Chrysler Group LLC	Filed	85/510923	01/06/2012		
3.	8 MILE	Chrysler Group LLC	Filed	85/700397	08/10/2012		
4.	ALLSECURE	Chrysler Group LLC	Filed	85/660604	06/25/2012		
5.	ASPEN	Chrysler Group LLC	Filed	86/146854	12/18/2013		
6.	BADGE OF HONOR	Chrysler Group LLC	Filed	85/820343	01/10/2013		
7.	BARRACUDA	Chrysler Group LLC	Filed	85/511492	01/09/2012		
8.	CATTIVA	Chrysler Group LLC	Filed	85/820336	01/10/2013		
9.	CHEROKEE	Chrysler Group LLC	Filed	85/484545	12/01/2011		
10.	CHRYSLER 100	Chrysler Group LLC	Filed	85/726844	09/12/2012		
11.	CHRYSLER 700C	Chrysler Group LLC	Filed	85/510899	01/06/2012		
12.	CROSSROAD	Chrysler Group LLC	Filed	85/723041	09/10/2012		
13.	DETROIT HANDCRAFTED HORSEPOWER	Chrysler Group LLC	Filed	86/030848	08/07/2013		
14.	DETROIT MOTOR WORKS	Chrysler Group LLC	Filed	86/133807	12/03/2013		
15.	DIVERSIFIED CERTIFIED	Chrysler Group LLC	Filed	85/659016	06/22/2012		
16.	DRAGON EDITION	Chrysler Group LLC	Filed	85/768899	11/01/2012		
17.	DRAGON EDITION (& Long Design)	Chrysler Group LLC	Filed	86/129408	11/26/2013		
18.	DRAGON EDITION (& Round Design)	Chrysler Group LLC	Filed	86/129401	11/26/2013		
19.	DUSTER	Chrysler Group LLC	Filed	85/453266	10/21/2011		
20.	ECODIESEL 3.0L (& Design)	Chrysler Group LLC	Filed	85/660232	06/25/2012		
21.	EVE (Enterprise Visual Engine - & Design)	Chrysler Group LLC	Filed	85/501040	12/21/2011		
22.	GRAND WAGONEER	Chrysler Group LLC	Filed	85/457774	10/27/2011		
23.	HIGH ALTITUDE	Chrysler Group LLC	Filed	85/965061	06/20/2013		

24.	HORNET	Chrysler Group LLC	Filed	85/453272	10/21/2011		
25.	JXP JEEP XTREME PERFORMANCE (& Design)	Chrysler Group LLC	Filed	85/550597	02/23/2012		
26.	JXP JEEP XTREME PERFORMANCE (& Design)	Chrysler Group LLC	Filed	85/550523	02/23/2012		
27.	JXP JEEP XTREME PERFORMANCE (& Design)	Chrysler Group LLC	Filed	85/551695	02/24/2012		
28.	KEEP PLOWING	Chrysler Group LLC	Filed	85/838831	02/01/2013		
29.	LANESENSE	Chrysler Group LLC	Filed	85/652743	06/15/2012		
30.	LONGITUDE	Chrysler Group LLC	Filed	85/613196	05/01/2012		
31.	MOAB	Chrysler Group LLC	Filed	85/650654	06/13/2012		
32.	MOPAR VEHICLE PROTECTION	Chrysler Group LLC	Filed	85/698465	08/08/2012		
33.	NITRO	Chrysler Group LLC	Filed	86/006629	07/10/2013		
34.	NOT ALL BAD BOYS ARE CREATED EQUAL	Chrysler Group LLC	Filed	85/525634	01/26/2012		
35.	OPERATION SAFE RETURN	Chrysler Group LLC	Filed	85/838815	02/01/2013		
36.	POLAR (& Design)	Chrysler Group LLC	Filed	86/056688	09/05/2013		
37.	RAM PROMASTER CITY	Chrysler Group LLC	Filed	85/724339	09/10/2012		
38.	RUMBLE BEE 10TH ANNIVERSARY (& Design)	Chrysler Group LLC	Filed	86/040448	08/16/2013		
39.	SCAT PACK	Chrysler Group LLC	Filed	86/048726	08/27/2013		
40.	SCAT PACK (& Design)	Chrysler Group LLC	Filed	86/109750	11/04/2013		
41.	SELEC-TRACK	Chrysler Group LLC	Filed	86/079867	10/01/2013		
42.	TENEBRA	Chrysler Group LLC	Filed	85/820333	01/10/2013		
43.	THE YEAR OF THE FARMER	Chrysler Group LLC	Filed	85/838823	02/01/2013		
44.	392 HEMI	Chrysler Group LLC	Registered	85/448993	10/17/2011	4256252	12/11/2012
45.	ACRX	Chrysler Group LLC	Registered	85/795081	12/05/2012	4332127	05/07/2013

46.	ACTIVE AIR	Chrysler Group LLC	Registered	85/693370	08/02/2012	4452183	12/17/2013
47.	ALTITUDE	Chrysler Group LLC	Registered	85/564837	03/09/2012	4293385	02/19/2013
48.	BLACKTOP	Chrysler Group LLC	Registered	85/430432	09/23/2011	4142622	05/15/2012
49.	BUSINESSLINK (& Design)	Chrysler Group LLC	Registered	85/739673	09/27/2012	4357130	06/25/2013
50.	CHRYSLER CAPITAL	Chrysler Group LLC	Registered	85/657991	06/21/2012	4448601	12/10/2013
51.	CNG (POWERED BY COMPRESSED NATURAL GAS - & Design)	Chrysler Group LLC	Registered	85/474098	11/16/2011	4306209	03/19/2013
52.	DART	Chrysler Group LLC	Registered	85/453262	10/21/2011	4325240	04/23/2013
53.	DART AERO	Chrysler Group LLC	Registered	85/577180	03/22/2012	4293403	02/19/2013
54.	DODGE CIRCUIT	Chrysler Group LLC	Registered	85/492778	12/12/2011	4183239	07/31/2012
55.	DODGE DART	Chrysler Group LLC	Registered	85/705408	08/16/2012	4309126	03/26/2013
56.	GET STUNG	Chrysler Group LLC	Registered	85/533563	02/03/2012	4302614	03/12/2013
57.	GLACIER	Chrysler Group LLC	Registered	85/533400	02/03/2012	4269692	01/01/2013
58.	GRAND CARAVAN	Chrysler Group LLC	Registered	85/373880	07/18/2011	4093918	01/31/2012
59.	GRAND CHEROKEE SUMMIT	Chrysler Group LLC	Registered	85/820321	01/10/2013	4441441	11/26/2013
60.	GRAND CHEROKEE SUMMIT (& Design)	Chrysler Group LLC	Registered	85/820326	01/10/2013	4441442	11/26/2013
61.	JEEP	Chrysler Group LLC	Registered	85/397814	08/15/2011	4091155	01/24/2012
62.	JEEP ARCTIC (& Design)	Chrysler Group LLC	Registered	85/486176	12/02/2011	4150277	05/29/2012
63.	LIBERTY JET	Chrysler Group LLC	Registered	85/354256	06/23/2011	4120990	04/03/2012
64.	MOPAR OWNER CONNECT (& Design)	Chrysler Group LLC	Registered	85/807385	12/20/2012	4435192	11/19/2013
65.	ON THE JOB (& Design)	Chrysler Group LLC	Registered	85/739676	09/27/2012	4332051	05/07/2013
66.	RAM JAM (& Design)	Chrysler Group LLC	Registered	85/595809	04/12/2012	4347906	06/04/2013
67.	RAM JAM (& Design)	Chrysler Group LLC	Registered	85/595801	04/12/2012	4202545	09/04/2012
68.	RAM PROMASTER	Chrysler Group LLC	Registered	85/724338	09/10/2012	4441245	11/26/2013
69.	TIGERSHARK	Chrysler Group LLC	Registered	85/486774	12/05/2011	4411617	10/01/2013

70.	TRAILHAWK	Chrysler Group LLC	Registered	85/550493	02/23/2012	4280729	01/22/2013
71.	WIADVISOR	Chrysler Group LLC	Registered	85/711243	08/23/2012	4370039	07/16/2013
72.	WRANGLER FREEDOM EDITION	Chrysler Group LLC	Registered	85/700402	08/10/2012	4316726	04/09/2013
73.	YELLOW JACKET	Chrysler Group LLC	Registered	85/385687	08/01/2011	4203494	09/04/2012

[[3452594]]