

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM307377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
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: 61			
Property Type	Number	Word Mark	
Serial Number:	85934874	2.0 TD	
Serial Number:	85928618	ANTHEM	
Serial Number:	86101253	BUICK BUYPOWER CARD	
Serial Number:	86012641	BUICK CARD	
Serial Number:	86101233	BUYPOWER CARD	
Serial Number:	85861629	CADILLAC	
Serial Number:	85861252	CADILLAC	
Serial Number:	86101262	CADILLAC BUYPOWER CARD	
Serial Number:	86012675	CADILLAC CARD	
Serial Number:	85861331		
Serial Number:	85910394		
Serial Number:	85861492		
Serial Number:	85861644		
Serial Number:	85861347		
Serial Number:	85861479		
Serial Number:	85861274		
Serial Number:	86038860		
Serial Number:	86038868		
Serial Number:	86038878		

CH \$1540.00 85934874

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86038891	
Serial Number:	86038903	
Serial Number:	86038915	
Serial Number:	86038929	
Serial Number:	86038937	
Serial Number:	86038960	
Serial Number:	86039017	
Serial Number:	86039029	
Serial Number:	86039037	
Serial Number:	86039208	
Serial Number:	86039225	
Serial Number:	86039269	
Serial Number:	86039294	
Serial Number:	86039312	
Serial Number:	86039358	
Serial Number:	86039366	
Serial Number:	86039384	
Serial Number:	85927327	CERTIFIED SERVICE EXPRESS
Serial Number:	86101243	CHEVROLET BUYPower CARD
Serial Number:	86012612	CHEVROLET CARD
Serial Number:	85838512	CHEVROLET TRAX
Serial Number:	86012594	CHEVY CARD
Serial Number:	85832632	CHEYENNE
Serial Number:	85847635	CITY EXPRESS
Serial Number:	85844536	
Serial Number:	85896087	DEXOS 2
Serial Number:	85958489	ELMIRAJ
Serial Number:	85816654	FIND NEW ROADS
Serial Number:	86101271	GMC BUYPower CARD
Serial Number:	85892473	LT1
Serial Number:	85892479	LT5
Serial Number:	85892484	LTX
Serial Number:	85935047	MY AUTO GAP
Serial Number:	85935031	MY AUTO PROTECTION
Serial Number:	85935069	MY AUTO TIRE AND WHEEL
Serial Number:	85847549	TRAX
Serial Number:	85814936	6
Serial Number:	85814911	6
Serial Number:	85815241	6

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85814949	6
Serial Number:	85882182	V
Serial Number:	86012569	YOUR CARD IS THE KEY

CORRESPONDENCE DATA

Fax Number: 3136654976

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

Phone: 313-665-4719

Email: timothy.g.gorbatoff@gm.com

Correspondent Name: Timothy G. Gorbatoff

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. Gorbatoff
SIGNATURE:	/TGG/
DATE SIGNED:	06/12/2014

Total Attachments: 10

source=Trademark Security Agreement - Wilmington Trust 10-27-10#page1.tif
source=Trademark Security Agreement - Wilmington Trust 10-27-10#page2.tif
source=Trademark Security Agreement - Wilmington Trust 10-27-10#page3.tif
source=Trademark Security Agreement - Wilmington Trust 10-27-10#page4.tif
source=Trademark Security Agreement - Wilmington Trust 10-27-10#page5.tif
source=Trademark Security Agreement - Wilmington Trust 10-27-10#page6.tif
source=Trademark Security Agreement - Wilmington Trust 10-27-10#page7.tif
source=Trademark Security Agreement - Wilmington Trust 10-27-10#page8.tif
source=Trademark Security Agreement - Wilmington Trust 10-27-10#page9.tif
source=Trademark Security Agreement - Wilmington Trust 10-27-10#page10.tif

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:

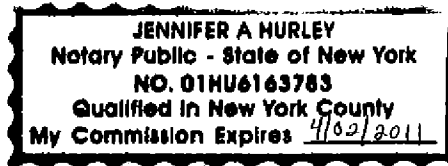
ACKNOWLEDGMENT OF GRANTOR

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

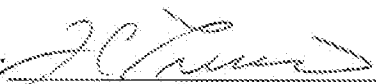
TRADEMARK
REEL: 005301 FRAME: 0021

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: 005301 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.

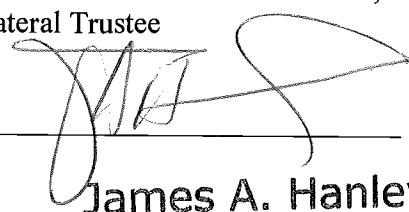
GENERAL MOTORS LLC, as Grantor

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: 005301 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>