

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest, releasing second-lien security interest previously recorded at Reel 4551 and Frame 0308		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		12/21/2015	NATIONAL BANKING ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	FCA US LLC, formerly known as Chrysler Group LLC		
Street Address:	1000 Chrysler Drive		
Internal Address:	CIMS 485-13-32		
City:	Auburn Hills		
State/Country:	MICHIGAN		
Postal Code:	48326		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77623183	GLOBAL ENGINE MANUFACTURING ALLIANCE	
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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(202) 956-7685		
Email:	carrierr@sullcrom.com, nguyenb@sullcrom.com, dalem@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1700 New York Ave N.W., Suite 700		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, D.C. 20006-5215		
ATTORNEY DOCKET NUMBER:	020722.10043 (RMC)		
NAME OF SUBMITTER:	Rita M. Carrier		
SIGNATURE:	/Rita M. Carrier/		
DATE SIGNED:	02/10/2016		

OP \$65.00 77623183

Total Attachments: 5

source=Release of Citi s Second-Lien Security Interest (GEMA)(Execution Version)#page1.tif

source=Release of Citi s Second-Lien Security Interest (GEMA)(Execution Version)#page2.tif

source=Release of Citi s Second-Lien Security Interest (GEMA)(Execution Version)#page3.tif

source=Release of Citi s Second-Lien Security Interest (GEMA)(Execution Version)#page4.tif

source=Release of Citi s Second-Lien Security Interest (GEMA)(Execution Version)#page5.tif

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this “Release”), effective as of December 21, 2015, is made by Citibank, N.A., a national banking association with an address at 388 Greenwich Street, New York, New York 10013 (“Citibank”), not in its individual capacity but solely as second-lien Collateral Agent (in such capacity, the “Collateral Agent”), in favor of FCA US LLC, a Delaware limited liability company, with an address at 1000 Chrysler Drive, CIMS 485-13-32, Auburn Hills, Michigan 48326, formerly known as Chrysler Group LLC (the “Company”). All terms used but not otherwise defined herein shall have the meanings ascribed to those terms in that certain Collateral Agreement, dated as of May 24, 2011, 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 Subsidiary Grantors (which included Global Engine Manufacturing Alliance LLC (“GEMA”), and the Collateral Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Collateral Agreement”).

WITNESSETH:

WHEREAS, pursuant to 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, the Co-Issuer, the guarantors party thereto (which included GEMA), Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB) (as Trustee), and Citibank (as the collateral agent, paying agent, registrar, and authenticating agent), and the Collateral Agreement (the Indenture and the Collateral Agreement together, the “Security Documents”), the Company and the other Grantors (including GEMA and the other Subsidiary Grantors and the Co-Issuer) granted to the Collateral Agent a Security Interest in and on all right, title and interest of the Grantors in, to and under each Grantor’s Intellectual Property then owned, or at any time thereafter acquired, by the Grantor, or in, to or under which the Grantor then had, or at any time thereafter acquired, any right, title or interest (collectively, the “Intellectual Property Collateral”), including the following:

(a) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (the “USPTO”), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(b) all trademarks, service marks, trade names, trade dress, logos, and other source or business identifiers and general intangibles of like nature, all registrations and recordings thereof, and all applications for registration and recording filed in connection therewith, including registrations and applications for registration in the USPTO or any similar offices in any State of the United States of America or any other country or any political

subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, and all goodwill associated therewith or symbolized thereby; and

(c) all copyright rights in any work subject to the copyright laws of the United States of America or any other country, whether as author, assignee, transferee or otherwise, and all registrations and applications for registration of any such copyright in the United States of America or any other country, including registrations, recordings, supplemental registrations, and pending applications for registration in the United States Copyright Office or any similar office in any other country.

WHEREAS, in accordance with the Indenture and the Collateral Agreement, GEMA executed the Trademark Security Agreement, dated as of May 24, 2011, which was recorded in the USPTO at Reel 4551, Frame 0308, for the purpose of recording in the USPTO the grant to the Collateral Agent of the Security Interest in and on all right, title and interest of GEMA in, to and under the Intellectual Property Collateral;

WHEREAS, effective January 1, 2016, GEMA was merged with and into the Company and the Company is the surviving company of such merger;

WHEREAS, one or more of the circumstances set out in Section 11.02 of the Indenture are present, and thus the Grantors are entitled to a release of assets included in the Intellectual Property Collateral from the Liens (as defined in the Indenture) securing the Notes (as defined in the Indenture) and such assets are automatically released from such Liens;

WHEREAS, all Secured Obligations (excluding contingent obligations as to which no claim has been made) have been paid in full, and thus the Security Interest and all other security interests granted pursuant to the Collateral Agreement have been terminated and released; and

WHEREAS, the Collateral Agent wishes to provide a document suitable for recording in the USPTO to evidence the release, under the terms of this Release, of the Collateral Agent's Security Interest in and on all right, title and interest of the Company in, to and under the Intellectual Property Collateral.

NOW, THEREFORE, IT IS AGREED:

1. Release. The Collateral Agent hereby assigns and pledges to the Company, and irrevocably releases, cancels, relinquishes and discharges the Security Interest that GEMA granted to the Collateral Agent pursuant to the Security Documents in and on all right, title and interest of GEMA in, to and under the Intellectual Property Collateral. For the avoidance of doubt, this Release is applicable only to the Security Interest granted to the Collateral Agent pursuant to the Security Documents and is not applicable to, and does not impair, interrupt, or otherwise modify in any respect, any other security interests, liens, rights, titles, and pledges granted and pledged to Citibank, N.A., its parents, Subsidiaries (as defined in the Indenture), or other Affiliates (as defined in the Indenture), or to the Collateral Agent.

2. Further Assurances. The Collateral Agent shall, at the Company's request and expense, timely take, or cause to be taken, all appropriate action, execute and deliver any additional documents and other papers prepared by the Company and delivered to the Collateral Agent for execution, and perform any additional acts that may be necessary or desirable to evidence the release and termination of the Collateral Agent's Security Interest in and on all right, title and interest of the Company in, to and under the Intellectual Property Collateral pursuant to this Release and to consummate and make effective the transactions contemplated by this Release.

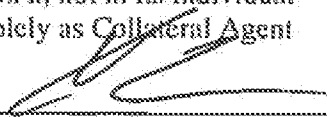
3. Governing Law. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof that would result in the application of any law other than the law of the State of New York.

4. Severability. Any provision of this Release held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality or enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

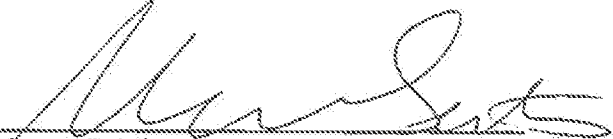
IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer as of the date first listed above.

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

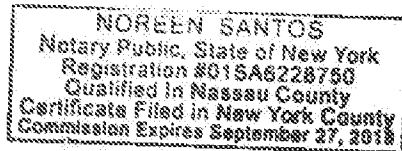
By 
Name: Cirino Emanuele
Title: Vice President

State of New York
County of New York

Before me on the 19th day of January, 2016, personally appeared Cirino Emanuele, to me personally known to be the person described in, and who executed, the above instrument, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.


Notary Public

AFFIX SEAL



[Signature Page to Release of Security Interest (GEMA Trademarks)]

TRADEMARK
REEL: 005728 FRAME: 0336

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

No.	Mark	App. No.	App. Date	Reg. No.	Reg. Date
1.	Global Engine Manufacturing Alliance and Design	77/623183	11/28/2008		
2.	Circle Design	78/866885	04/21/2006	3208928	02/13/2007