

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITICORP USA, INC., AS SECOND LIEN COLLATERAL AGENT		12/28/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AM GENERAL LLC		
Street Address:	105 N. NILES AVE.		
City:	SOUTH BEND		
State/Country:	INDIANA		
Postal Code:	46617		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	AM GENERAL SALES CORPORATION		
Street Address:	105 N. NILES AVE.		
City:	SOUTH BEND		
State/Country:	INDIANA		
Postal Code:	46617		
Entity Type:	Corporation: INDIANA		
Name:	GENERAL ENGINE PRODUCTS LLC		
Street Address:	2000 WATKINS GLENN DRIVE		
City:	FRANKLIN		
State/Country:	OHIO		
Postal Code:	45005		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	CHIPPEWA LLC		
Street Address:	105 N. NILES AVE.		
City:	SOUTH BEND		
State/Country:	INDIANA		
Postal Code:	46617		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 8			

CH \$215.00 2748387

Property Type	Number	Word Mark
Registration Number:	2748387	AM GENERAL
Registration Number:	2744276	AM GENERAL
Registration Number:	3026594	HMMWV
Registration Number:	1697530	HUMVEE
Registration Number:	2305256	HUMVEE
Registration Number:	2683993	HUMVEE
Registration Number:	3056730	HUMVEE
Registration Number:	3204946	OPTIMIZER 6500

CORRESPONDENCE DATA

Fax Number: 3105572193
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: 310-557-2900
Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	43082.066 2004 Release
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	12/28/2016

Total Attachments: 6
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (this “*Release*”) dated December 28, 2016, is made by CITICORP USA, INC., as Second Lien Collateral Agent (in such capacity, the “*Collateral Agent*”) for the Second Lien Secured Parties in favor of AM GENERAL LLC, AM GENERAL SALES CORPORATION, GENERAL ENGINE PRODUCTS LLC, and CHIPPEWA LLC (each a “*Grantor*” and collectively the “*Grantors*”).

WHEREAS, AM General LLC, a Delaware limited liability company, has entered into that certain Credit Agreement dated as of August 10, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with AM General Holdings LLC, a Delaware limited liability company, the Subsidiary Guarantors party thereto, Citicorp USA, Inc., as Administrative Agent, Citicorp USA, Inc., as Second Lien Collateral Agent, and the Lender Parties party thereto;

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement dated August 10, 2004 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”);

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Second Lien Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have executed that certain Second Lien Intellectual Property Security Agreement, dated as of August 10, 2004 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*IP Security Agreement*”), pursuant to which the Grantors granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to certain intellectual property of the Grantors;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on August 19, 2004 at Reel 002919 and Frame 0011 and with the United States Copyright Office on August 23, 2004 at Volume 3513 and Document 782; and

WHEREAS, in accordance with the provisions of the Credit Agreement, the Security Agreement, and the IP Security Agreement, the Collateral Agent now desires to terminate, release and discharge fully its security interest in and to the Collateral (as defined in the IP Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not defined herein have the meanings given to them in the Credit Agreement or IP Security Agreement, as applicable.

SECTION 2. Release of Grant of Security. The Collateral Agent hereby terminates, releases and discharges fully to the Grantors its security interest in all of the Grantors' right, title and interest in and to the Collateral, including, without limitation, the following:

(i) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto, including the patents and patent applications set forth in Schedule A hereto (the "**Patents**");

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, including the trademark and service mark registrations and applications set forth in Schedule B hereto, together, in each case, with the goodwill symbolized thereby (the "**Trademarks**");

(iii) all copyrights, whether registered or unregistered, including the copyright registrations and applications and exclusive inbound copyright licenses set forth in Schedule C hereto (the "**Copyrights**");

(iv) all registrations and applications for registration for any of the foregoing, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Recordation. The Collateral Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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

CITICORP USA, INC.
as Collateral Agent

By: 

Name:

William S. Brown

Title:

Vice President

PATENTS

None.

TRADEMARKS

<u>TRADEMARK</u>	<u>REG. (APP.) NO.</u>	<u>REG. (APP.) DATE</u>
AM GENERAL	2748387	5-Aug-03
AM GENERAL	2744276	29-Jul-03
HMMWV	3026594	13-Dec-05
HUMVEE	1697530	30-Jun-92
HUMVEE	2305256	4-Jan-00
HUMVEE	2683993	4-Feb-03
HUMVEE	3056730	7-Feb-06
OPTIMIZER 6500	3204946	6-Feb-07

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None.