

08/01/2017

TRADEMA

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Electronic Version v1.1
Stylesheet Version v1.2

MRD 5-30-17

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of security interest, releasing the security interest previously recorded at Reel 4550 and Frame 0471	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		02/24/2017	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	
Registration Number:	3208928		
Serial Number:	77623183	GLOBAL ENGINE MANUFACTURING ALLIANCE	
CORRESPONDENCE DATA			
Fax Number:	2029567069		
Phone:	2029567685		
Email:	carrier@sullcrom.com, nguyennb@sullcrom.com, boashayesc@sullcrom.com		
<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>			
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1700 New York Avenue, N.W., Suite 700		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, D.C. 20006-5215		
NAME OF SUBMITTER:	Rita M. Carrier		

Signature:	/Rita M. Carrier/
Date:	05/30/2017
Total Attachments: 5 source=Release of Citi's First Lien Security Interest (GEMA)#page1.tif source=Release of Citi's First Lien Security Interest (GEMA)#page2.tif source=Release of Citi's First Lien Security Interest (GEMA)#page3.tif source=Release of Citi's First Lien Security Interest (GEMA)#page4.tif source=Release of Citi's First Lien Security Interest (GEMA)#page5.tif	
RECEIPT INFORMATION	
ETAS ID:	TM429231
Receipt Date:	05/30/2017
Fee Amount:	\$65

OK

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

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release"), effective as of February 24, 2017, 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 Collateral Agent (as defined in the Credit Agreement) (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 capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in that certain Guarantee and Collateral Agreement, dated as of May 24, 2011, among the Company, certain subsidiaries of the Company (which included Global Engine Manufacturing Alliance LLC ("GEMA")), and Citibank, as the Administrative Agent (as defined in the Credit Agreement) and as the Collateral Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Collateral Agreement").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of June 21, 2013 (as amended by the Assignment and Amendment, dated as of December 23, 2013, as further amended by the Incremental Assumption Agreement, dated as of February 7, 2014, and as further amended by the Amendment No. 2 to the Amended and Restated Credit Agreement, dated as of March 15, 2016) among the Company, certain subsidiaries of the Company (which included GEMA) as borrowing subsidiaries, the financial institutions and other entities party thereto (in their respective capacities as parties to the Credit Agreement), and Citibank, as the Administrative Agent and as the Collateral Agent (as supplemented and as further amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"; the Credit Agreement and the Collateral Agreement together, the "Security Documents"), the Company and the other Grantors 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 Security Documents, GEMA executed the Trademark Security Agreement, dated as of May 24, 2011, which was recorded in the USPTO at Reel 4550, Frame 0471, 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 8.8(d) of the Credit Agreement are present, and thus the Grantors are entitled to a release of the Collateral Agent's security interest in all Collateral, including the Intellectual Property Collateral;

WHEREAS, all Secured Obligations (excluding contingent obligations as to which no claim has been made and the Permitted First Lien Non-Loan Exposure) have been paid in full, all Commitments have terminated or expired, and no Letter of Credit is outstanding, and thus, pursuant to Section 8.14(a) of the Collateral Agreement, the Collateral Agreement (other than any provision thereof that expressly survives termination of that agreement), the Guarantees made in the Collateral Agreement, and 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, in each case, without recourse to or warranty by the Collateral Agent.

2. Further Assurances. The Collateral Agent shall, at the Company's request and expense and without recourse to or warranty by the Collateral Agent, 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 reasonably 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.

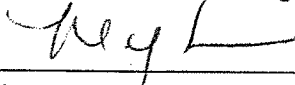
3. Governing Law. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof that would result in the application of any law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

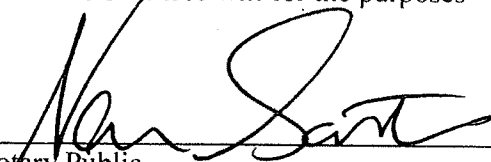
IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer as of the date first listed above.

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

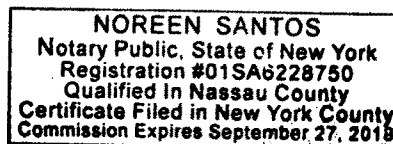
By 
Name: _____
Title: Miriam Molina
Vice President

State of New York
County of New York

Before me on the 26th day of May, 2017, personally appeared MIRIAM MOLINA 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)]

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RECORDED: 05/30/2017

TRADEMARK
REEL: 006118 FRAME: 0777