

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM468605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AM General LLC		04/05/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	9062 Old Annapolis Road		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21045		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86886465	POSTALSAFE	
Serial Number:	87113945	C-SERIES	
Serial Number:	87370070	THE 10TH SOLDIER IN THE SQUAD	
Serial Number:	87123803	ANDI	
Serial Number:	87123807	AUTOMATIC NAVIGATIONAL DRIVING INITIATIV	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	43082 / 066		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	04/05/2018		

CH \$140.00 86886465

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of April 5, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) to WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, together with any successor collateral agent appointed pursuant to Article VII of the Credit Agreement (as hereinafter defined), the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below). Terms defined in the Security Agreement (as defined below) and not otherwise defined in this IP Security Agreement are used in this IP Security Agreement as defined in the Security Agreement.

WHEREAS, AM General LLC, a Delaware limited liability company, has entered into that certain First Lien Credit Agreement dated as of December 28, 2016 (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 (as defined therein) party thereto, WELLS FARGO BANK, NATIONAL ASSOCIATION., as Administrative Agent (as defined therein), WELLS FARGO BANK, NATIONAL ASSOCIATION., as Collateral Agent, and the Lender Parties (as defined therein) party thereto. Terms defined in the Credit Agreement and not otherwise defined herein or in the Security Agreement (as defined below) are used herein as defined in the Credit Agreement.

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 Security Agreement dated as of December 28, 2016 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 pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, Lien on and right of set off and recoupment against, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other similar governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent for the ratable benefit of the Secured Parties as follows:

SECTION 1. Grant of Security. Each Grantor hereby pledges and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a valid and continuing security interest in, Lien on and a right of set off and recoupment against, such Grantor’s right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (the “*Collateral*”):

- (i) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto (“**Patents**”), including the Patents and Patent applications set forth in Schedule A hereto;
- (ii) all trademarks, service marks, domain names, trade dress, trade styles, logos, designs, slogans, trade names, business names (fictitious or otherwise), company names, corporate names and other source and business identifiers, whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“**Trademarks**”), including the Trademark registrations and applications set forth in Schedule B hereto (*provided*, that no security interest shall be granted in, and the Collateral shall not include, any Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant’s intent-to-use such Trademark, unless and until evidence of the use of such trademark is filed with, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. §1051(c) or (d));
- (iii) all copyrights, including, without limitation, copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered (“**Copyrights**”), including the Copyright registrations and applications set forth in Schedule C hereto;
- (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 thereof and the rights to obtain any of the foregoing, all rights in the foregoing provided by common law or 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) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing, and 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) all proceeds and products 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 foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures, in the case of each Grantor, the complete payment and performance when due of all Obligations of such Grantor now or hereafter existing under the Loan Documents in accordance with the terms of the Credit Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or email shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[Remainder of page intentionally left blank]

AM GENERAL LLC

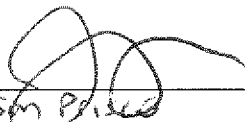
By: 

Name: Robert J. Gold

Title: Vice President, Finance and Chief Financial
Officer and Treasurer

Acknowledged and Agreed to as of
the date hereof by:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Jasmi Patel
Title: AVP

Schedule A**Patents**

<u>Country</u>	<u>Title</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Owner</u>
US	Vehicle with Dual Sliding Doors	15/4227762	2-Feb-17			Pending	AM General LLC

Schedule B**Trademarks**

<u>Country</u>	<u>Trademark:</u>	<u>App. No:</u>	<u>Filing Date:</u>	<u>Reg. No:</u>	<u>Reg. Date:</u>	<u>Status</u>	<u>Owner</u>
US	HMMWV (Stylized)	79/175586	16-Dec-14			Pending	AM General LLC
US	HUMVEE (Stylized)	79/175653	16-Dec-14			Pending	AM General LLC
US	POSTALSAFE	86/886465	26-Jan-16			Pending	AM General LLC
US	C-SERIES	87/113945	23-Jul-16			Pending	AM General LLC
US	THE 10TH SOLDIER IN THE SQUAD	87/370070	14-Mar-17			Pending	AM General LLC
US	ANDI	87/123803	2-Aug-16			Pending	AM General LLC
US	AUTOMATIC NAVIGATIONAL DRIVING INITIATIVE	87/123807	2-Aug-16			Pending	AM General LLC

Schedule C**Copyrights**

n/a