

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM600921

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AM General LLC		10/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, as Collateral Agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Banking Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1697530	HUMVEE	
Registration Number:	2305256	HUMVEE	
Registration Number:	2683993	HUMVEE	
Registration Number:	2744276	AM GENERAL	
Registration Number:	2748387	AM GENERAL	
Registration Number:	3026594	HMMWV	
Registration Number:	3056730	HUMVEE	
Registration Number:	3204946	OPTIMIZER 6500	
Registration Number:	3747269	GENUINE HUMVEE PARTS	
Registration Number:	5107327		
Registration Number:	5607541	ANDI	
Registration Number:	5607542	AUTOMATIC NAVIGATIONAL DRIVING INITIATIV	
Serial Number:	87905288	NXT 360	
Serial Number:	88875010	XMG	
Serial Number:	88874708	H	
Serial Number:	88867236	EXTREME MILITARY GRADE	
Serial Number:	88317806	YOUR COUNTRY. YOUR TRUCK.	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

OP \$440.00 1697530

**Fax Number:** 8004947512

***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:** 202-370-4756

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Jay daSilva

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1272807 TM
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<b>NAME OF SUBMITTER:</b>	Christian Craft
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<b>SIGNATURE:</b>	/Christian Craft/
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<b>DATE SIGNED:</b>	10/02/2020
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**Total Attachments: 5**

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**Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 1, 2020 (this "Agreement"), made by AM GENERAL LLC, a Delaware Limited Liability Company (the "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of October 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among PM GENERAL MIDCO LLC ("Holdings"), PM GENERAL PURCHASER LLC, (the "Borrower"), each Subsidiary of the Borrower from time to time party thereto (each, a "Subsidiary Loan Party") and DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

all Trademarks, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract, and shall become effective. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words "execution," "executed," "signed," "signature," and words of like import in this Commitment Letter and the Fee Letter shall be deemed to include electronic signatures or the keeping of electronic records in electronic form, each of which shall be of the same legal effect,

validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. ***Governing Law.*** THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

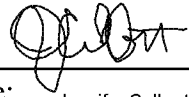
AM GENERAL LLC, a Grantor

By: 

Name: Robert J. Gold

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

DEUTSCHE BANK AG NEW YORK BRANCH, as  
Collateral Agent

By:   
Name: Jennifer Culbert - VP  
Title: jennifer-a.culbert@db.com  
212 250 0738

By:   
Name: Philip Tancorra  
Title: Vice President  
philip.tancorra@db.com  
212-250-6576

Schedule I  
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by AM General LLC

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HUMVEE	1697530	06/30/1992
HUMVEE	2305256	01/04/2000
HUMVEE	2683993	02/04/2003
AM GENERAL	2744276	07/29/2003
AM GENERAL	2748387	08/05/2003
HMMWV	3026594	12/13/2005
HUMVEE	3056730	02/07/2006
OPTIMIZER 6500	3204946	02/06/2007
GENUINE HUMVEE PARTS	3747269	02/09/2010
Humvee Configuration	5107327	12/27/2016
HMMWV & Design	5483018	06/05/2018
HUMVEE & Design	5483019	06/05/2018
ANDI	5607541	11/13/2018
AUTOMATIC NAVIGATIONAL DRIVING INITIATIVE	5607542	11/13/2018

*U.S. Trademark Applications*

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
NXT 360	87/905288	05/03/2018
XMG	88/875010	04/16/2020
H with Star Logo	88/874708	04/16/2020
EXTREME MILITARY GRADE	88/867236	04/10/2020
YOUR COUNTRY. YOUR TRUCK.	88/317806	02/27/2019