

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mitsubishi Motors Credit of America, Inc.		09/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of Tokyo-Mitsubishi, Ltd., New York Branch, as Collateral Agent
Street Address:	1251 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	CORPORATION: JAPAN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2030610	MMCA

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-878-8000
 Email: trademark.group@cliffordchance.com
 Correspondent Name: Melissa Scanzillo
 Address Line 1: 31 West 52nd Street
 Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	5556-90
NAME OF SUBMITTER:	Melissa Scanzillo

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into and effective this 30th day of September, 2004 (this "Trademark Security Agreement"), by and between MITSUBISHI MOTORS CREDIT OF AMERICA, INC., a Delaware corporation (the "Grantor"), and THE BANK OF TOKYO-MITSUBISHI, LTD., NEW YORK BRANCH, a Japanese banking corporation, in its capacity as the collateral agent (the "Collateral Agent") for the MMCA Secured Parties (as referred to in the MMCA First Priority Security Agreement, as hereinafter defined). The Grantor and the Collateral Agent are sometimes collectively referred to herein as the "Parties".

RECITALS

A. The capitalized terms used in this Agreement shall have the same meaning as given to them in the MMCA First Priority Security Agreement (as hereinafter defined), unless otherwise specifically provided herein.

B. Pursuant to that certain First Priority Security and Pledge Agreement (MMCA Obligations), dated as of September 30, 2004, between the Grantor and the Collateral Agent (the "MMCA First Priority Security Agreement"), the Grantor has granted to the Collateral Agent a continuing security interest in, and Lien on, the Collateral, including without limitation the Trademarks, the Trademark Licenses and related trademark rights under the concept of Intellectual Property (collectively, the "Trademark Collateral"). The Trademark Collateral includes, but is not limited to, the trademark applications and registrations set forth in Schedule "A" attached hereto.

C. Pursuant to the MMCA First Priority Security Agreement, the Parties hereto wish to confirm the Grantor's grant to the Collateral Agent of a continuing security interest in, and Lien on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth in Schedule "A" attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Grantor hereby grants to the Collateral Agent, and the Collateral Agent hereby accepts from the Grantor, a continuing security interest in, and Lien on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth in Schedule "A" attached hereto, and all goodwill of any business associated therewith or symbolized thereby.

2. This security interest is granted in conjunction with the security interest granted to the Collateral Agent, as set forth more fully in the MMCA First Priority Security Agreement.

3. The rights and remedies of the Collateral Agent with respect to the security interest in, and Lien on, the Trademark Collateral and granted hereby are without prejudice to and without limitation of those rights and remedies of the Collateral Agent which are set forth in the MMCA First Priority Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Trademark Security Agreement and those of the MMCA First Priority Security Agreement, the terms and provisions of the MMCA First Priority Security Agreement shall govern and control.

5. Subject to paragraphs 2, 3 and 4 hereof, this Trademark Security Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supercedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by both Parties hereto, in accordance with Section 21.12 of the MMCA First Priority Security Agreement.

7. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE RIGHTS AND REMEDIES HEREUNDER, IN RESPECT OF ANY TRADEMARK COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

**MITSUBISHI MOTORS CREDIT OF AMERICA,
INC.**

By: 

Name: Hideyuki Kitamura

Title: Executive Vice President and Treasurer

SIGNATURE PAGE FOR
TRADEMARK SECURITY AGREEMENT SUPPLEMENT
FIRST PRIORITY SECURITY AND PLEDGE AGREEMENT (MMCA OBLIGATIONS)

ACCEPTED:

**THE BANK OF TOKYO-MITSUBISHI, LTD.,
NEW YORK BRANCH, as Collateral Agent**

By: 

Name: Kunio Kawashiri

Title: Deputy General Manager

SIGNATURE PAGE FOR
TRADEMARK SECURITY AGREEMENT SUPPLEMENT
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**TRADEMARK
REEL: 002955 FRAME: 0736**

SCHEDULE A

Trademark Collateral

Mitsubishi Motors Credit of America, Inc. as Grantor

Grantor	Trademark or Service Mark	Date Granted	Registration No. and Jurisdiction
Mitsubishi Motors Credit of America, Inc.	MMCA	1/14/97	2030610; Reg. U.S.

Grantor (Licensor / Licensee)	Trademark License (Title/Agreement/ Subject Matter)	Date Granted	Registration No. and Jurisdiction
None	None	None	None

Grantor	Trademark or Service Mark Application	Date Filed	Application No. and Jurisdiction
None	None	None	None

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