

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - Second Priority

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DaimlerChrysler Financial Services Americas LLC		08/03/2007	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	Wilmington Trust Company
Street Address:	Rodney Square North
Internal Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Banking Corporation: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2049860	F&I PRO
Registration Number:	2182929	CREDIT HIGHWAY
Registration Number:	2225880	FIRST CLASS FINANCING
Registration Number:	2242451	THE CREDIT CARD TEST
Registration Number:	2240237	THE FIRST CLASS FINISH

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7609
 Email: ksolomon@stblaw.com
 Correspondent Name: Kirstie Howard, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

OP \$140.00 2049860

ATTORNEY DOCKET NUMBER:	509335/1095
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	10/15/2007
Total Attachments: 7 source=DaiChy2T#page1.tif source=DaiChy2T#page2.tif source=DaiChy2T#page3.tif source=DaiChy2T#page4.tif source=DaiChy2T#page5.tif source=DaiChy2T#page6.tif source=DaiChy2T#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 3, 2007 is made by DaimlerChrysler Financial Services Americas LLC, a Michigan limited liability company, located at 27777 Inkster Road, Farmington Hills, Michigan (the "Borrower"), in favor of Wilmington Trust Company, a Delaware corporation, located at 1110 North Market Street, Rodney Square North, Wilmington, Delaware (the "Collateral Trustee"), under the Collateral Trust Agreement, dated as of August 3, 2007 (as amended, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), among Borrower, certain of its affiliates and the Collateral Trustee.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Term Loan Agreement, dated as of August 3, 2007 (as amended, supplemented or otherwise modified from time to time, the "Second Priority Credit Agreement"), among the Borrower, the lenders parties thereto, the agents named therein and JPMorgan Chase Bank, N.A., as Administrative Agent, the lenders therein have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower has executed and delivered a Security Agreement, dated as of August 3, 2007, in favor of the Collateral Trustee (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Collateral Trustee for the benefit of the Collateral Trustee and the Secured Parties a continuing security interest in, inter alia, all Intellectual Property, including the Trademarks set forth on Schedule A; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the First Priority Credit Agreement, the Security Agreement and/or the Collateral Trust Agreement, as applicable.

SECTION 2. Grant of Security Interest for Second Priority Secured Obligations. The Borrower hereby grants a continuing security interest in, all of the Borrower's right, title and interest in, to and under the Collateral, to the Collateral Trustee, for the benefit of the Second Priority Secured Parties, as collateral security for the prompt and complete payment and

performance when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower's Second Priority Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

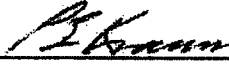
SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this ____ day of August, 2007.

DAIMLERCHRYSLER FINANCIAL SERVICES
AMERICAS LLC

By: 

Name: Paul E. Knauss

Title: Manager and Vice President

FinCo Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 003640 FRAME: 0031

ACKNOWLEDGMENT OF GRANTOR

STATE OF Michigan)
) ss
COUNTY OF Oakland)

On the ____ day of August, 2007, before me personally came Paul E. Knauss, who is personally known to me to be the Manager and Vice President of DaimlerChrysler Financial Services Americas LLC, a Michigan limited liability company; who, being duly sworn, did depose and say that he is the Manager and Vice President in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Managers of such limited liability company; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Lynn M. Zylinski

Notary Public **LYNN M. ZYLINSKI**
Notary Public, Wayne County, Michigan
Adding to the County of Oakland
My Commission Expires July 28, 2012

(PLACE STAMP AND SEAL ABOVE)

FinCo Grant of Security Interest in Trademark Rights

WILMINGTON TRUST COMPANY, as Collateral
Trustee

By:  _____

Name:

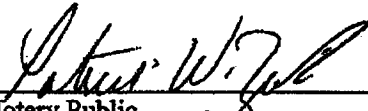
Title:

James A. Hanley
Assistant Vice President

ACKNOWLEDGMENT OF COLLATERAL TRUSTEE

STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

On the 2 day of August, 2007, before me personally came JAMES A. HANLEY, who is personally known to me to be the ASSISTANT VICE PRESIDENT of WILMINGTON TRUST COMPANY, a Delaware banking corporation (the "Company"); who, being duly sworn, did depose and say that she/he is the Officer in such Company, the Company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the BOARD OF DIRECTORS of WILMINGTON TRUST COMPANY; and that she/he acknowledged said instrument to be the free act and deed of said Company.



Notary Public **PATRICIA W. ZINK**
Notary Public - State of Delaware
My Comm. Expires July 12, 2009

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>
F&I PRO	2,049,860
CREDIT HIGHWAY	2,182,929
FIRST CLASS FINANCING	2,225,880
THE CREDIT CARD TEST	2,242,451
THE FIRST CLASS FINISH	2,240,237