

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mitsubishi Motors North America, Inc.		09/30/2004	CORPORATION: CALIFORNIA

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

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	2673684	ACTIVE TRAC
Registration Number:	2730045	AWD
Serial Number:	76605452	BEST BACKED CARS IN THE WORLD
Registration Number:	2212913	BUILT FOR LIVING
Registration Number:	1578238	DIAMOND CARE
Registration Number:	1787321	DIAMOND GEAR LUBE
Registration Number:	2160769	DIAMONDPRO
Registration Number:	2164313	DIAMONDPRO CERTIFIED
Registration Number:	2163300	DIAMOND SELECT
Registration Number:	2134150	DISENADOS PARA VIVIRLOS
Serial Number:	76588886	DUROCROSS
Registration Number:	2336392	ENDEAVOR
Registration Number:	2553604	LANCER
Registration Number:	2765126	LANCER EVOLUTION

**CH \$715.00 2673684**

Registration Number:	2845513	LANCER SPORTBACK
Registration Number:	1515303	MACROCAB
Registration Number:	1973817	MEDIC
Registration Number:	1524407	MIGHTY MITS
Serial Number:	76584229	MONSOON
Registration Number:	2729375	OUTLANDER
Registration Number:	1428296	PRECIS
Serial Number:	76584231	RAIDER
Serial Number:	76588885	RAIDER DUROCROSS
Serial Number:	76550314	REMIX
Registration Number:	2601568	SPORTRONIC
Registration Number:	2412847	WAKE UP AND DRIVE
Registration Number:	1984481	3000 GT SPYDER
Registration Number:	1641727	3000 GT

**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: 6  
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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 NORTH AMERICA, INC., a California 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 MMNA Secured Parties (as referred to in the MMNA 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 MMNA First Priority Security Agreement (as hereinafter defined), unless otherwise specifically provided herein.

B. Pursuant to that certain First Priority Security and Pledge Agreement (MMNA Obligations), dated as of September 30, 2004, between the Grantor and the Collateral Agent (the "MMNA 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 MMNA 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 MMNA 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 MMNA 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 MMNA First Priority Security Agreement, the terms and provisions of the MMNA 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 MMNA 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.**

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

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:**

**MINIBISHI MOTORS NORTH AMERICA,  
INC.**

By:   
Name: Finbarr O'Neill  
Title: President and Chief Executive Officer

**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  
FIRST PRIORITY SECURITY AND PLEDGE AGREEMENT (MMNA OBLIGATIONS)

**TRADEMARK  
REEL: 002955 FRAME: 0713**

**SCHEDULE A**

**Trademark Collateral**

**Mitsubishi Motors North America, Inc, as Grantor**

<b>Grantor</b>	<b>Trademark or Service Mark</b>	<b>Date Granted</b>	<b>Registration No. and Jurisdiction</b>
Mitsubishi Motors North America, Inc.	Active Trac	1/14/03	2673684; Reg. U.S.
Mitsubishi Motors North America, Inc.	AWD	6/24/03	2730045; Reg. U.S.
Mitsubishi Motors North America, Inc.	Best Backed Cars in The World	8/4/04	76605452; Appl. U.S.
Mitsubishi Motor Sales of America, Inc.	Built for Living	12/22/98	2212913; Reg. U.S.
Mitsubishi Motors North America, Inc.	Diamond Care (and Design)	1/16/90	1578238; Reg. U.S.
Mitsubishi Motors North America, Inc.	Diamond Gear Lube	8/10/93	1787321; Reg. U.S.
Mitsubishi Motors North America, Inc.	DiamondPro	5/26/98	2160769; Reg. U.S.
Mitsubishi Motors North America, Inc.	DiamondPro Certified	6/9/98	2164313; Reg. U.S.
Mitsubishi Motors North America, Inc.	Diamond Select	6/9/98	2163300; Reg. U.S.
Mitsubishi Motor Sales of America, Inc.	Disenados Para Vivirlos	2/3/98	2134150; Reg. U.S.
Mitsubishi Motors North America, Inc.	Durocross	4/23/04	76588886; Appl. U.S.
Mitsubishi Motors North America, Inc.	Endeavor	3/28/00	2336392; Reg. U.S.
Mitsubishi Motors North America, Inc.	Lancer	3/26/02	2553604; Reg. U.S.
Mitsubishi Motors North America, Inc.	Lancer Evolution	9/16/03	2765126; Reg. U.S.
Mitsubishi Motors North America, Inc.	Lancer Sportback	9/7/01	2845513; Reg. U.S.
Mitsubishi Motor Sales of America, Inc.	Macrocab (and Design)	9/13/88	1515303; Reg. U.S.
Mitsubishi Motors North America, Inc.	Medic	5/14/96	1973817; Reg. U.S.
Mitsubishi Motor Sales of America, Inc.	Mighty Mits	2/14/89	1524407; Reg. U.S.
Mitsubishi Motors North America, Inc.	Monsoon	3/31/04	76584229; Appl. U.S.
Mitsubishi Motors North America, Inc.	Outlander	6/24/03	2729375; Reg. U.S.
Mitsubishi Motor Sales of America, Inc.	Precis	2/10/87	1428296; Reg. U.S.

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Mitsubishi Motors North America, Inc.	Raider	3/31/04	76584231; Appl. U.S.
Mitsubishi Motors North America, Inc.	Raider Durocross	4/23/04	76588885; Appl. U.S.
Mitsubishi Motors North America, Inc.	Remix	9/22/03	76550314; Appl. U.S.
Mitsubishi Motors North America, Inc.	Sportronic	7/30/02	2601568; Reg. U.S.
Mitsubishi Motors North America, Inc.	Wake Up and Drive	12/12/00	2412847; Reg. U.S.
Mitsubishi Motor Sales of America, Inc.	3000 GT Spyder	7/2/96	1984481; Reg. U.S.
Mitsubishi Motor Sales of America, Inc.	3000 GT	4/16/91	1641727; Reg. U.S.

<b>Grantor (Licensor / Licensee)</b>	<b>Trademark License (Title/Agreement/ Subject Matter)</b>	<b>Date Granted</b>	<b>Registration No. and Jurisdiction</b>
Grand Touring Cars/Henry Cluxton; Mitsubishi Motor Sales of America, Inc.	Consent/Use Agreement	1/27/84	N/A
O.Z. SPA; Mitsubishi Motor Sales of America, Inc.	Co-Brand Agreement	4/26/01	N/A

<b>Grantor</b>	<b>Trademark or Service Mark Application</b>	<b>Date Filed</b>	<b>Application No. and Jurisdiction</b>
None	None	None	None

<b>Grantor</b>	<b>Trademark</b>	<b>Other Relevant Information regarding Unregistered Trademark</b>
None	None	None