

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
Chrysler LLC		08/03/2007	LIMITED LIABILITY COMPANY: DELAWARE

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: 158

Property Type	Number	Word Mark
Registration Number:	2362025	300 M
Registration Number:	1501254	ACCLAIM
Registration Number:	2711588	ADVENTURE
Registration Number:	3103573	ADVENTURER
Serial Number:	78661023	AMC
Serial Number:	78723940	
Serial Number:	78723951	AMERICAN MOTORS
Registration Number:	2069585	AUTO-PAY
Serial Number:	78876554	BREEZE
Registration Number:	2415318	BUSINESSLINK
Registration Number:	2355138	CAMP JEEP
Registration Number:	2355137	
Registration Number:	1668437	CARAVAN

OP \$3965.00 2362025

Registration Number:	2479010	
Registration Number:	1263266	CHRYSLER
Registration Number:	0570186	CHRYSLER
Registration Number:	1513942	CHRYSLER
Registration Number:	0428619	CHRYSLER
Registration Number:	2357408	CHRYSLER
Registration Number:	2752985	CHRYSLER FINANCIAL
Registration Number:	1013500	CLUB CAB
Registration Number:	0836230	COMMANDO
Registration Number:	1462725	COMMAND-TRAC
Serial Number:	77022706	COMPASS
Registration Number:	1745160	CONCORDE
Registration Number:	2908426	CROSSFIRE
Registration Number:	1564323	DAKOTA
Registration Number:	2420742	DART
Registration Number:	2647223	DASHBOARD ANYWHERE
Serial Number:	77080639	DC DIRECT
Serial Number:	77080602	DC FIRST
Registration Number:	1167160	DIRECT CONNECTION
Registration Number:	1203637	DIRECT CONNECTION
Registration Number:	1189233	DODGE
Registration Number:	0364669	DODGE
Registration Number:	0569431	DODGE
Registration Number:	1409844	DODGE
Registration Number:	1169189	DODGE RAM
Registration Number:	1762717	DODGE
Registration Number:	3032735	DODGE SUPER 8 HEMI
Registration Number:	1709824	DRB II
Registration Number:	2128403	DRB III
Registration Number:	2262849	ENVISION
Registration Number:	2221193	EXTENDED ENTERPRISE
Registration Number:	2616696	FIVE STAR MARKET CENTER
Registration Number:	2620097	FIVE STAR MARKET CENTER
Registration Number:	2435241	FIVE STAR. IT'S BETTER. WE'LL PROVE IT.
Registration Number:	2609024	G GOLD KEY ADVANTAGE

Registration Number:	2639727	GOLD KEY LEASE
Registration Number:	2631902	GOLD KEY PLUS
Registration Number:	2788705	GRAB LIFE BY THE HORNS
Registration Number:	2704632	GRAND CHEROKEE
Registration Number:	1741153	HEMI
Registration Number:	3114203	HEV POWERGEN
Registration Number:	1587671	INTREPID
Registration Number:	2700419	IT'S A JEEP THING...YOU WOULDN'T UNDERSTAND.
Registration Number:	0526175	JEEP
Registration Number:	1081322	JEEP
Registration Number:	1128972	JEEP
Registration Number:	1129553	JEEP
Registration Number:	1129828	JEEP
Registration Number:	1130015	JEEP
Registration Number:	1134153	JEEP
Registration Number:	1236540	JEEP
Registration Number:	2461861	JEEP
Registration Number:	2512866	JEEP
Registration Number:	2800213	JEEP
Registration Number:	2681201	JEEP
Registration Number:	2351786	JEEP 101
Registration Number:	2670319	JEEP LIBERTY
Registration Number:	2911077	JEEP
Registration Number:	2061446	JEEP WATCHES
Registration Number:	0820237	JEEPSTER
Registration Number:	2099535	LHS
Registration Number:	2419240	MAGNUM
Registration Number:	1246139	MASTER SHIELD
Registration Number:	1827769	MASTERTECH
Serial Number:	78701080	
Registration Number:	3157561	U
Registration Number:	0363794	MOPAR
Registration Number:	2983053	MOPAR
Registration Number:	2994481	MOPAR
Registration Number:	0385448	MOPAR

Registration Number:	0372338	MOPAR
Registration Number:	0380217	MOPAR
Registration Number:	0380680	MOPAR
Registration Number:	0380681	MOPAR
Registration Number:	0383143	MOPAR
Registration Number:	0383304	MOPAR
Registration Number:	0383585	MOPAR
Registration Number:	0538078	MOPAR
Registration Number:	3040298	MOPAR T.I.R.E. WORKS TIRE INSTALLATION & REPAIR EXCELLENCE
Registration Number:	3150709	NAVUS
Registration Number:	1183673	NEW YORKER
Registration Number:	1582934	PENTASTAR PROTECTION
Registration Number:	2176109	PENTASTAR SERVICE EQUIPMENT
Registration Number:	1193586	PLYMOUTH
Registration Number:	0290320	PLYMOUTH
Registration Number:	2629400	POWERBOX
Registration Number:	2224038	PROWLER
Registration Number:	2606408	
Registration Number:	2371607	PT CRUISER
Registration Number:	2687866	
Registration Number:	1010680	QUADRA-TRAC
Registration Number:	2398351	QUADRA-TRAC II
Registration Number:	2352848	QUIK-GUIDE
Registration Number:	2475380	R/T
Serial Number:	78874237	R/T
Registration Number:	1170088	
Registration Number:	2161779	
Registration Number:	1433760	
Serial Number:	78913226	RAM 1500 THUNDERROAD
Serial Number:	78913242	RAM 2500 THUNDERROAD
Serial Number:	78028962	RAMCHARGER
Registration Number:	2204787	RAMSIDE
Registration Number:	2204788	RAMSIDE
Registration Number:	1415771	RENEGADE

Registration Number:	3008482	RUBICON
Registration Number:	2835863	RUBICON
Registration Number:	0722175	SAFEGUARD
Registration Number:	1500448	SAHARA
Registration Number:	2495691	SEBRING
Registration Number:	1250269	SELEC-TRAC
Registration Number:	2293277	SENTRY KEY
Registration Number:	3193249	SRT8
Registration Number:	0801717	
Registration Number:	1175662	
Registration Number:	1542905	
Registration Number:	3093042	STARMOBILE
Registration Number:	3090268	STARMOBILE
Registration Number:	2639761	STARPARTS
Serial Number:	78833351	SUPER BEE
Serial Number:	78833423	
Registration Number:	1843588	SUPER COMMANDO
Registration Number:	2587818	TECH AUTHORITY
Registration Number:	0547997	TOWN AND COUNTRY
Registration Number:	2340348	TRUCK TALK
Registration Number:	2713493	UP COUNTRY
Registration Number:	3154149	U-TOPS
Registration Number:	2862487	
Registration Number:	2924936	
Registration Number:	2794553	
Registration Number:	2764249	
Registration Number:	2732021	
Registration Number:	3062290	
Registration Number:	2970629	
Registration Number:	2994818	
Registration Number:	3053379	
Registration Number:	2593670	
Registration Number:	2823099	
Registration Number:	1800654	VIPER
Registration Number:	2418499	

Registration Number:	1590771	VIPER RT/10
Registration Number:	0751966	WAGONEER
Serial Number:	77092184	WILLYS
Registration Number:	0109244	WILLYS
Registration Number:	2722568	WILLYS
Registration Number:	1557843	WRANGLER

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

ATTORNEY DOCKET NUMBER:	509335/1095
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	08/30/2007

Total Attachments: 10
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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 Chrysler LLC, a Delaware limited liability company, located at 1000 Chrysler Drive, Auburn 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 Carco Intermediate Holdco II LLC, Borrower, certain of its subsidiaries 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, Holdings, 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 Patent 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.

CHRYSLER LLC

By:  _____

Name: Thomas W. LaSorda

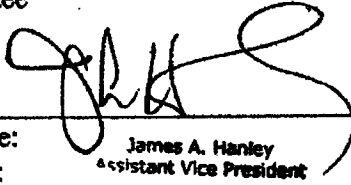
Title: President and Chief Executive Officer

OpCo Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 003612 FRAME: 0401

WILMINGTON TRUST COMPANY, as Collateral
Trustee

By: _____



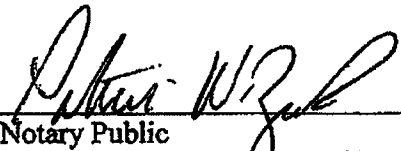
Name:
Title:

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)

TRADEMARK

REEL: 003612 FRAME: 0404

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
300M (& DESIGN)	Reg. No. 2,362,025
ACCLAIM	Reg. No. 1,501,254
ADVENTURE	Reg. No. 2,711,588
ADVENTURER (& DESIGN)	Reg. No. 3,103,573
AMC (& DESIGN)	Ser. No. 78/661,023
AMC LOGO ONLY	Ser. No. 78/723,940
AMERICAN MOTORS	Ser. No. 78/723,951
AUTO-PAY	Reg. No. 2,069,585
BREEZE	Reg. No. 3,244,409
BUSINESSLINK	Reg. No. 2,415,318
CAMP JEEP	Reg. No. 2,355,138
CAMP JEEP DESIGN	Reg. No. 2,355,137
CARAVAN	Reg. No. 1,668,437
CAT DESIGN (PROWLER)	Reg. No. 2,479,010
CHRYSLER	Reg. No. 1,263,266
CHRYSLER	Reg. No. 570,186
CHRYSLER	Reg. No. 1,513,942
CHRYSLER	Reg. No. 428,619
CHRYSLER & WING DESIGN	Reg. No. 2,357,408
CHRYSLER FINANCIAL	Reg. No. 2,752,985
CLUB CAB	Reg. No. 1,013,500
COMMANDO	Reg. No. 836,230
COMMAND-TRAC	Reg. No. 1,462,725
COMPASS (& DESIGN)	Ser. No. 77/022,706
CONCORDE	Reg. No. 1,745,160
CROSSFIRE (STYLIZED LETTERS)	Reg. No. 2,908,426
DAKOTA (STYLIZED)	Reg. No. 1,564,323
DART	Reg. No. 2,420,742
DASHBOARD ANYWHERE	Reg. No. 2,647,223
DC DIRECT	Ser. No. 77/080,639
DC FIRST	Ser. No. 77/080,602
DIRECT CONNECTION	Reg. No. 1,167,160
DIRECT CONNECTION	Reg. No. 1,203,637
DODGE	Reg. No. 1,189,233
DODGE	Reg. No. 364,669
DODGE	Reg. No. 569,431
DODGE	Reg. No. 1,409,844
DODGE RAM (STYLIZED)	Reg. No. 1,169,189
DODGE RAM'S HEAD LOGO	Reg. No. 1,762,717
DODGE SUPER 8 HEMI	Reg. No. 3,032,735

Trademark	Registration or Serial Number
DRB II	Reg. No. 1,709,824
DRB III	Reg. No. 2,128,403
ENVISION	Reg. No. 2,262,849
EXTENDED ENTERPRISE	Reg. No. 2,221,193
FIVE STAR MARKET CENTER	Reg. No. 2,616,696
FIVE STAR MARKET CENTER (& DESIGN)	Reg. No. 2,620,097
FIVE STAR. IT'S BETTER. WE'LL PROVE IT.	Reg. No. 2,435,241
GOLD KEY ADVANTAGE (& DESIGN)	Reg. No. 2,609,024
GOLD KEY LEASE	Reg. No. 2,639,727
GOLD KEY PLUS	Reg. No. 2,631,902
GRAB LIFE BY THE HORNS	Reg. No. 2,788,705
GRAND CHEROKEE	Reg. No. 2,704,632
HEMI	Reg. No. 1,741,153
HEV POWERGEN	Reg. No. 3,114,203
INTREPID	Reg. No. 1,587,671
IT'S A JEEP THING. YOU WOULDN'T UNDERSTAND.	Reg. No. 2,700,419
JEEP	Reg. No. 526,175
JEEP	Reg. No. 1,081,322
JEEP	Reg. No. 1,128,972
JEEP	Reg. No. 1,129,553
JEEP	Reg. No. 1,129,828
JEEP	Reg. No. 1,130,015
JEEP	Reg. No. 1,134,153
JEEP	Reg. No. 1,236,540
JEEP	Reg. No. 2,461,861
JEEP	Reg. No. 2,512,866
JEEP	Reg. No. 2,800,213
JEEP	Reg. No. 2,681,201
JEEP 101	Reg. No. 2,351,786
JEEP LIBERTY	Reg. No. 2,670,319
JEEP LOGO (2002)	Reg. No. 2,911,077
JEEP WATCHES LOGO	Reg. No. 2,061,446
JEEPSTER	Reg. No. 820,237
LHS	Reg. No. 2,099,535
MAGNUM	Reg. No. 2,419,240
MASTER SHIELD	Reg. No. 1,246,139
MASTERTECH	Reg. No. 1,827,769
MISCELLANEOUS DESIGN (CARNUT logo)	Reg. No. 3,212,462
MISCELLANEOUS DESIGN (U logo)	Reg. No. 3,157,561

Trademark	Registration or Serial Number
MOPAR	Reg. No. 363,794
MOPAR	Reg. No. 2,983,053
MOPAR	Reg. No. 2,994,481
MOPAR (& DESIGN)	Reg. No. 385,448
MOPAR (STYLIZED)	Reg. No. 372,338
MOPAR (STYLIZED)	Reg. No. 380,217
MOPAR (STYLIZED)	Reg. No. 380,680
MOPAR (STYLIZED)	Reg. No. 380,681
MOPAR (STYLIZED)	Reg. No. 383,143
MOPAR (STYLIZED)	Reg. No. 383,304
MOPAR (STYLIZED)	Reg. No. 383,585
MOPAR (STYLIZED)	Reg. No. 538,078
MOPAR T.I.R.E. WORKS (& DESIGN)	Reg. No. 3,040,298
NAVUS	Reg. No. 3150709
NEW YORKER	Reg. No. 1,183,673
PENTASTAR PROTECTION	Reg. No. 1,582,934
PENTASTAR SERVICE EQUIPMENT	Reg. No. 2,176,109
PLYMOUTH	Reg. No. 1,193,586
PLYMOUTH (STYLIZED)	Reg. No. 290,320
POWERBOX	Reg. No. 2,629,400
PROWLER	Reg. No. 2,224,038
PROWLER VEHICLE DESIGN	Reg. No. 2,606,408
PT CRUISER	Reg. No. 2,371,607
PT CRUISER VEHICLE DESIGN	Reg. No. 2,687,866
QUADRA-TRAC	Reg. No. 1,010,680
QUADRA-TRAC II	Reg. No. 2,398,351
QUIK-GUIDE	Reg. No. 2,352,848
R/T	Reg. No. 2,475,380
R/T	Reg. No. 3,209,150
RADIATOR GRILLE DESIGN (CJ)	Reg. No. 1,170,088
RADIATOR GRILLE DESIGN (TJ)	Reg. No. 2,161,779
RADIATOR GRILLE DESIGN (YJ)	Reg. No. 1,433,760
RAM 1500 THUNDERROAD	Reg. No. 3,236,959
RAM 2500 THUNDERROAD	Reg. No. 3,236,961
RAMCHARGER	Ser. No. 78/028,962
RAMSIDE	Reg. No. 2,204,787
RAMSIDE (STYLIZED)	Reg. No. 2,204,788
RENEGADE	Reg. No. 1,415,771
RUBICON	Reg. No. 3,008,482
RUBICON	Reg. No. 2,835,863
SAFEGUARD	Reg. No. 722,175
SAHARA	Reg. No. 1,500,448
SEBRING	Reg. No. 2,495,691
SELEC-TRAC	Reg. No. 1,250,269

Trademark	Registration or Serial Number
SENTRY KEY	Reg. No. 2,293,277
SRT8	Reg. No. 3,193,249
STAR FORMED BY TRIANGLES	Reg. No. 801,717
STAR FORMED BY TRIANGLES	Reg. No. 1,175,662
STAR FORMED BY TRIANGLES	Reg. No. 1,542,905
STARMOBILE	Reg. No. 3,093,042
STARMOBILE (& DESIGN)	Reg. No. 3,090,268
STARPARTS (& DESIGN)	Reg. No. 2,639,761
SUPER BEE	Ser. No. 78/833,351
SUPER BEE (& DESIGN)	Ser. No. 78/833,423
SUPER COMMANDO	Reg. No. 1,843,588
TECH AUTHORITY	Reg. No. 2,587,818
TOWN AND COUNTRY	Reg. No. 547,997
TRUCK TALK	Reg. No. 2,340,348
UPCOUNTRY	Reg. No. 2,713,493
U-TOPS	Reg. No. 3,154,149
VEHICLE GRILLE DESIGN - CJ	Reg. No. 2,862,487
VEHICLE GRILLE DESIGN - LIBERT	Reg. No. 2,924,936
VEHICLE GRILLE DESIGN - TJ	Reg. No. 2,794,553
VEHICLE GRILLE DESIGN - WJ (GR	Reg. No. 2,764,249
VEHICLE GRILLE DESIGN - YJ	Reg. No. 2,732,021
VEHICLE GRILLE DESIGN (CROSSHA	Reg. No. 3,062,290
VEHICLE GRILLE DESIGN (DODGE R	Reg. No. 2,970,629
VEHICLE GRILLE DESIGN (DURANGO	Reg. No. 2,994,818
VEHICLE GRILLE DESIGN (MAGNUM	Reg. No. 3,053,379
VEHICLE GRILLE DESIGN (RAM)	Reg. No. 2,593,670
VEHICLE GRILLE DESIGN (XK- CHE	Reg. No. 2,823,099
VIPER	Reg. No. 1,800,654
VIPER DESIGN LOGO	Reg. No. 2,418,499
VIPER RT/10	Reg. No. 1,590,771
WAGONEER	Reg. No. 751,966
WILLYS	Ser. No. 77/092,184
WILLYS	Reg. No. 109,244
WILLYS	Reg. No. 2,722,568
WRANGLER	Reg. No. 1,557,843