

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc. as agent for Bank Priority Secured Parties		08/14/2009	CORPORATION: DELAWARE
Citicorp USA, Inc. as agent for Hedge Priority Secured Parties		08/14/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Onstar, LLC
Street Address:	400 Renaissance Center
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48265-4000
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2745045	DIRECTIONS AND CONNECTIONS
Registration Number:	2728168	LUXURY AND LEISURE
Registration Number:	2485521	ON
Registration Number:	2556316	ON STAR
Registration Number:	2088310	ONSTAR
Registration Number:	3365669	ON
Registration Number:	2921399	SAFE & SOUND
Registration Number:	3461839	STOLEN VEHICLE SLOWDOWN

**CORRESPONDENCE DATA**

Fax Number: (248)267-4285  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 313-665-4697

**900141521**

**TRADEMARK  
 REEL: 004050 FRAME: 0001**

**CH \$215.00 2745045**

Email: lisa.k.benkarski@gm.com  
Correspondent Name: Lisa Benkarski  
Address Line 1: 300 Renaissance Center  
Address Line 2: MC#482-C23-B21  
Address Line 4: Detroit, MICHIGAN 48265-3000

NAME OF SUBMITTER:	Timothy G. Gorbatoff
Signature:	/TGG/
Date:	08/21/2009

**Total Attachments: 12**

source=Release of IP Citicorp Lien - Onstar#page1.tif  
source=Release of IP Citicorp Lien - Onstar#page2.tif  
source=Release of IP Citicorp Lien - Onstar#page3.tif  
source=Release of IP Citicorp Lien - Onstar#page4.tif  
source=Release of IP Citicorp Lien - Onstar#page5.tif  
source=Release of IP Citicorp Lien - Onstar#page6.tif  
source=Release of IP Citicorp Lien - Onstar#page7.tif  
source=Release of IP Citicorp Lien - Onstar#page8.tif  
source=Release of IP Citicorp Lien - Onstar#page9.tif  
source=Release of IP Citicorp Lien - Onstar#page10.tif  
source=Release of IP Citicorp Lien - Onstar#page11.tif  
source=Release of IP Citicorp Lien - Onstar#page12.tif

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release Agreement"), effective as of August \_\_\_\_, 2009, is made by Citicorp USA, Inc. as Agent (in such capacity, the "Bank Priority Representative") for the Bank Priority Secured Parties and as Agent (in such capacity, the "Hedge Priority Representative") for the Hedge Priority Secured Parties (references herein to "Agent" shall mean Citicorp USA, Inc. in its capacities as Bank Priority Representative and as Hedge Priority Representative; and references herein to "Secured Parties" shall mean collectively the Bank Priority Secured Parties and the Hedge Priority Secured Parties), in favor of each of Annunciata Corporation, Argonaut Holdings, Inc., General Motors Asia Pacific Holdings, LLC, General Motors Asia, Inc., General Motors International Holdings, Inc., General Motors Overseas Corporation, General Motors Overseas Distribution Corporation, General Motors Product Services, Inc., General Motors Research Corporation, GM APO Holdings, LLC, GM Eurometals, Inc., GM Finance Co. Holdings LLC, GM GEFS L.P., GM Global Technology Operations, Inc., GM Global Tooling Company, Inc., GM LAAM Holdings, LLC, GM Preferred Finance Co. Holdings LLC, GM Technologies, LLC, GM-DI Leasing Corporation, GMOC Administrative Services Corporation, OnStar, LLC, Riverfront Holdings, Inc., Riverfront Holdings Phase II, Inc., Environmental Corporate Remediation Company, Inc., Grand Pointe Holdings, Inc., Remediation and Liability Management Company, Inc., GM Subsystems Manufacturing LLC, and GM Global Steering Holdings LLC (collectively, the "Guarantors" or "Grantors"). All terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Junior Security Agreement (as defined below) or the Junior IP Pledge Agreement (as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, pursuant to the Guaranty and Security Agreement, dated as of February 11, 2009 (the "Junior Security Agreement") and that certain Intellectual Property Pledge Agreement, dated as of April 9, 2009 (as amended, supplemented or otherwise modified from time to time, the "Junior IP Pledge Agreement"), the Grantors granted to the Bank Priority Representative, for the ratable benefit of the Bank Priority Secured Parties, and to the Hedge Priority Representative, for the ratable benefit of the Hedge Priority Secured Parties, Liens (having the priorities set forth in the Intercreditor Agreement, dated as of February 11, 2009 (the "Intercreditor Agreement"), and Annex A to the Junior Security Agreement) on and security interests in all of such Guarantor's Intellectual Property (as defined in the Junior Security Agreement) and Collateral (as defined in the Junior IP Pledge Agreement; the Intellectual Property and Collateral of all Guarantors, collectively, "Guarantor IP") including only those Patents listed on Exhibit A that are owned by a Grantor, the Trademarks listed on Exhibit B and the Copyrights listed on Exhibit C hereto (such Patents, Trademarks and Copyrights, collectively, the "Registered IP");

WHEREAS, in accordance with the Junior Security Agreement, the Guarantors executed the Junior IP Pledge Agreement for the purpose of recording the grant of the security interest in the Registered IP with the United States Patent and Trademark Office and the United States Copyright Office;

WHEREAS, in the United States, the Junior IP Pledge Agreement was subsequently (A) filed with the United States Patent and Trademark Office and (1) with respect to Patents, recorded at Reel 022556, Frame 0013; at Reel 022553, Frame 0399; at Reel 022553, Frame 0446; at Reel 022553, Frame 0493; at Reel 022553, Frame 0540; at Reel 022554, Frame 0479; and at Reel 022554, Frame 0538; (2) with respect to Trademarks, recorded on April 15, 2009 at Reel 3973, Frame 0181; and (B) acknowledged as received by the United States Copyright Office on April 15, 2009 pursuant to Copyright Office Receipt No. 1-3OU4B2;

WHEREAS, in consideration of the satisfaction of the obligations secured by the security interest granted in the Guarantor IP, the Agent, on behalf of the Secured Parties, desires to release the Secured Parties' security interest in and to each Guarantor's Intellectual Property and Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent, on behalf of the Secured Parties, agrees, for the benefit of the Guarantors, as follows:

SECTION 1. Release of Security Interest. In consideration of the satisfaction of the obligations secured thereby, the Agent, on behalf of the Secured Parties, hereby RELEASES AND DISCHARGES to each Guarantor all of the Secured Parties' Liens on and security interests in all of such Guarantor's rights, title and interest in and to the Guarantor IP, including the Registered IP, whether now owned or existing, or acquired or arising prior to August \_\_\_\_ 2009, regardless of where located, whether granted pursuant to the Junior Security Agreement, the Junior IP Pledge Agreement, or any other agreement or document delivered in connection therewith, and the Agent, on behalf of the Secured Parties, hereby reassigns any and all such right, title and interest (if any) that the Secured Parties may have in or to the Guarantor IP, including the Registered IP, to each Guarantor.

SECTION 2. Further Assurances. The Agent, on behalf of the Secured Parties, shall, at the request and expense of any Guarantor, timely take, or cause to be taken, all reasonable actions, do or cause to be done all things reasonably necessary under applicable law, execute and deliver any additional documents and other papers, and perform such additional acts that may be necessary to carry out the provisions of, and consummate and make effective the transactions contemplated by, this Release Agreement.

SECTION 3. Release Agreement. The release of the security interest granted pursuant to the Junior Security Agreement and Junior IP Pledge Agreement is granted in consideration of the satisfaction of the obligations secured thereby. The Secured Party hereby releases and discharges each Guarantor from all of their obligations and liabilities under the Junior Security Agreement and Junior IP Pledge Agreement or other applicable Loan Documents. No further rights and obligations shall exist under the Junior Security Agreement and Junior IP Pledge Agreement and the parties hereby waive any rights and claims they may have thereunder.

SECTION 4. Authorization.

- (a) To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this release of security interest in the Guarantor IP, including the Collateral.
- (b) To the extent applicable, the parties hereto authorize and request that the Copyright Office of the United States record this release of security interest in the Guarantor IP, including the Collateral.

SECTION 5. Counterparts. This Release 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.

SECTION 6. Miscellaneous.

- (a) Waiver; Amendment. None of the terms or provisions of this Release Agreement may be waived, amended, supplemented or otherwise modified except in accordance with subsection 10.1A of the Credit Agreement (as defined in the Junior IP Pledge Agreement).
- (b) Notices. Except as otherwise expressly permitted by this Release Agreement, all notices, requests and other communications provided for herein (including, without limitation, any modifications of, or waivers, requests or consents under, this Release Agreement) shall be given or made in writing (including, without limitation, by telecopy or electronic transmission) delivered to the intended recipient at the "Address for Notices" specified on the signatures pages hereof, beneath each party's name; or, as to any party, at such other address as shall be designated by such party in a written notice to each other party. Except as otherwise provided in this Release Agreement, all such communications shall be deemed to have been duly given when transmitted by telecopier or electronic transmission or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid.
- (c) Section Headings. The section and subsection headings used in this Release Agreement are for purposes of convenience only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.
- (d) GOVERNING LAW. THIS RELEASE AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY RULE OF CONFLICTS OF LAW (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THAT WOULD RESULT IN THE APPLICATION OF THE SUBSTANTIVE LAW OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK. NOTHING IN THIS AGREEMENT SHALL REQUIRE ANY UNLAWFUL ACTION OR INACTION BY EITHER PARTY.
- (e) Severability. Any provision of this Release Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in

any other jurisdiction. If any provision of this Release Agreement shall be held invalid or unenforceable (in whole or in part) as against any one or more of the parties hereto, then this Release Agreement shall continue to be enforceable against all other parties hereto, as applicable, without regard to any such invalidity or unenforceability.

(f) Entire Agreement. This Release Agreement and the Loan Documents embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein and therein. No alteration, waiver, amendments, or change or supplement hereto shall be binding or effective unless the same is set forth in writing by a duly authorized representative of the Bank Priority Representative and the Hedge Priority Representative. In the event that any provision of this Release Agreement shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Release Agreement which shall remain binding on all parties hereto.

(g) WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION AND VENUE; SERVICE OF PROCESS. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS RELEASE AGREEMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE GENERAL JURISDICTION OF ANY COURT OF THE STATE AND COUNTY OF NEW YORK, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; (B) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME; (C) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO ITS ADDRESS SET FORTH ON THE SIGNATURE PAGES HEREOF BENEATH EACH PARTY'S NAME, OR IN SECTION 11.02 OF APPENDIX A OF THE LOAN AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH THE PLEDGEE SHALL HAVE BEEN NOTIFIED; AND (D) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION.

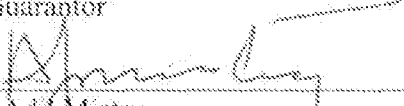
EACH GUARANTOR HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS RELEASE AGREEMENT, ANY OTHER LOAN

DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR  
THEREBY.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Release Agreement to be duly executed and delivered by their respective officers,

ANNUNCIATA CORPORATION,  
ARGONAUT HOLDINGS, INC.  
GENERAL MOTORS ASIA PACIFIC HOLDINGS, LLC  
GENERAL MOTORS ASIA, INC.  
GENERAL MOTORS INTERNATIONAL HOLDINGS, INC.  
GENERAL MOTORS OVERSEAS CORPORATION  
GENERAL MOTORS OVERSEAS DISTRIBUTION CORPORATION  
GENERAL MOTORS PRODUCT SERVICES, INC.  
GENERAL MOTORS RESEARCH CORPORATION  
GM APO HOLDINGS, LLC, GM EUROMETALS, INC.  
GM FINANCE CO. HOLDINGS LLC  
GM GEFS L.P.  
GM GLOBAL TECHNOLOGY OPERATIONS, INC.  
GM GLOBAL TOOLING COMPANY, INC.  
GM LAAM HOLDINGS, LLC  
GM PREFERRED FINANCE CO. HOLDINGS LLC  
GM TECHNOLOGIES, LLC  
GM-DI LEASING CORPORATION  
GMOC ADMINISTRATIVE SERVICES CORPORATION  
ONSTAR, LLC  
RIVERFRONT HOLDINGS, INC.  
RIVERFRONT HOLDINGS PHASE II, INC.  
GRAND POINTE HOLDINGS, INC.  
GM SUBSYSTEMS MANUFACTURING LLC  
GM GLOBAL STEERING HOLDINGS LLC  
as Guarantor

  
By: Adil Mistry  
Title: Vice-President

Address for Notices:  
76 Fifth Avenue, 14th Floor  
New York, New York 10153  
Attention: Adil Mistry  
Facsimile: 212-418-3695

USF - Release of IP Security Interest

**TRADEMARK**  
**REEL: 004050 FRAME: 0008**



ENVIRONMENTAL CORPORATE REMEDIATION  
COMPANY, INC.  
REMEDICATION AND LIABILITY MANAGEMENT  
COMPANY, INC.  
as Guarantor



By: Kyle Grader

Title: VP & Secretary

Address for Notices:

GM Global Headquarters

Att. Mail Code 482-C37-A99

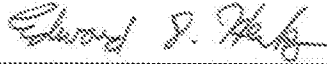
300 Renaissance Center

Detroit, Michigan 48264

Attention: Treasurer, James Selzer

Facsimile: 248-262-8491

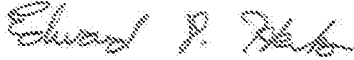
CITICORP USA, INC.  
as Bank Priority Representative



By: Edward D. Herko  
Title: Vice President

Address for notices:  
Citicorp USA, Inc.  
Global Loans Support Services  
Two Penns Way, Suite 200  
New Castle, Delaware 19720  
Attention: Charles Huester  
Telecopy: 212-994-0961

CITICORP USA, INC.  
as Hedge Priority Representative



By: Edward D. Herko  
Title: Vice President

Address for notices:  
Citicorp USA, Inc.  
Global Loans Support Services  
Two Penns Way, Suite 200  
New Castle, Delaware 19720  
Attention: Charles Huester  
Telecopy: 212-994-0961



Exhibit A

Patents

*See attached Exhibits 6.26(a)(ii)(A) through (a)(ii)(D).*

Exhibit B

Trademarks

*See Attached Exhibits 6.26(a)(i)(A) through (a)(i)(E).*

Exhibit C

Copyrights

*See attached Exhibits 6.26(a)(iii)(A) and (a)(iii)(C).*