

**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
UAW Retiree Medical Benefits Trust		10/26/2010	TRUST: NEW YORK

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 9**

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
Serial Number:	77517572	RADIOMARKS

**CORRESPONDENCE DATA**

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

**900175680**

**TRADEMARK  
 REEL: 004310 FRAME: 0216**

**CH \$240.00 2745045**

Correspondent Name: Lisa Benkarski  
Address Line 1: 300 Renaissance Center  
Address Line 2: MC#482-C23-B21  
Address Line 4: Detroit, MICHIGAN 48265-3000

ATTORNEY DOCKET NUMBER:	TM VEBA RELEASE - ONSTAR
NAME OF SUBMITTER:	Timothy G. Gorbatoff
Signature:	/TGG/
Date:	11/04/2010

**Total Attachments: 15**

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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (the "Release Agreement"), effective as of October 26, 2010, is made by UAW Retiree Medical Benefits Trust (the "Secured Party") in favor of General Motors Holdings LLC (together with its successors and assigns, the "Borrower") and General Motors LLC (formerly General Motors Company, "GMLLC"), Annunziata 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, GM Global Steering Holdings, LLC, Grand Pointe Holdings, Inc., GM Subsystems Manufacturing, LLC, Riverfront Holdings, Inc., Riverfront Holdings Phase II, Inc. and GM Components Holdings, LLC (collectively, "Guarantors"). All terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Note Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to (a) the Amended and Restated Master Sale and Purchase Agreement dated as of June 26, 2009 (as amended, supplemented or otherwise modified from time to time, the "Master Transaction Agreement"); (b) that certain Amended and Restated Secured Note Agreement, dated as of August 14, 2009, among the Borrower (as successor to General Motors Company), the guarantors party thereto and the Noteholder (as amended by (i) the First Amendment to Amended and Restated Secured Note Agreement dated as of October 1, 2009, but effective as of September 1, 2009, (ii) the Second Amendment to Amended and Restated Secured Note Agreement dated as of October 6, 2009, (iii) the Assignment and Assumption Agreement and Third Amendment to Amended and Restated Secured Note Agreement dated as of October 19, 2009, and (iv) the Fourth Amendment to Amended and Restated Secured Note Agreement dated as of December 22, 2009, but effective as of November 13, 2009, and as further amended, restated, replaced, supplemented or otherwise modified from time to time, the "Note Agreement"); (c) that certain Intellectual Property Pledge Agreement, dated as of July 10, 2009 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "IP Pledge Agreement"); and (d) that certain Amended and Restated Guaranty and Collateral Agreement, dated as of October 19, 2009 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement"), the Borrower and each Guarantor granted to the Secured Party a Lien on and security interest in the Collateral (as defined in each of the IP Pledge Agreement and the Security Agreement), including, without limitation: (a) all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how and formulae described in Exhibit A hereto; (b) all domestic and foreign trademarks, service marks, collective marks, certification marks, trade dress, trade names, business names, d/b/as, Internet domain names, designs, logos and other source or business identifiers described in Exhibit B hereto; and (c) all original works of authorship (including, without limitation, all marketing materials created by or on behalf of

any Issuer Party), acquired, owned or licensed by any Issuer Party (including, without limitation, all copyrights described in Exhibit C hereto.

WHEREAS, that certain Payoff Letter, dated as of October 21, 2010 (as amended, supplemented or otherwise modified from time to time, the "Payoff Letter") has become effective as provided in *paragraph 4* thereof and pursuant thereto, Borrower has paid in full all of the outstanding Obligations (as defined in the Note Agreement) under the Note Agreement and the other Collateral Documents (as defined in the Note Agreement) and the Secured Party has agreed that (i) without further action required by any party, all Obligations shall be deemed paid and satisfied in full, and of no further force or effect and (ii) without further action required by any party, all guaranties, security interests and Liens held by or for the benefit of the Secured Party under the Collateral Documents shall be terminated and released;

WHEREAS, in accordance with the Payoff Letter, the Secured Party desires to release its Lien on and security interest in and to all of the Collateral.

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

Section 1. Release of Security Interest. In consideration of the satisfaction of all obligations secured thereby, the Secured Party hereby RELEASES AND DISCHARGES to the Borrower and each Guarantor all of its Lien on and security interest in all of the Borrower's or such Guarantor's rights, title and interest in and to the Collateral, regardless of where located, whether granted pursuant to the Note Agreement, the IP Pledge Agreement, the Security Agreement, any other Collateral Document, or any other agreement or document delivered in connection therewith, and the Secured Party hereby reassigns any and all such right, title and interest (if any) that the Secured Party may have in or to the Collateral to the Borrower and each Guarantor.

Section 2. Further Assurances. The Secured Party shall, at the reasonable request of the Borrower or any Guarantor, promptly execute and deliver any additional terminations and other instruments, in order to release any and all interests in the assets of the Borrower or any Guarantor, provided that such termination documents and other papers are in form and substance reasonably satisfactory to the Noteholder and prepared and filed at the Borrower's or Guarantors' expense, 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 Note Agreement, IP Pledge Agreement, Security Agreement and any other applicable Collateral Documents is granted in consideration of the satisfaction of the obligations secured thereby. The Secured Party hereby releases and discharges the Borrower and each Guarantor from all of their obligations and liabilities under the Note Agreement, IP Pledge Agreement, Security Agreement and any other applicable Collateral Documents. No further rights and obligations shall exist under the Note Agreement, IP Pledge Agreement or Security Agreement and the parties hereby waive any rights and claims they may have thereunder, except that nothing

in this Release Agreement shall be deemed to release the Borrower from the obligations under the Note Agreement that, in accordance with the terms thereof, expressly survive the repayment in full and termination of the Obligations.

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, and the corresponding entities, agencies, or authorities in any applicable foreign countries, record this release of security interest in 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 Collateral.

Section 5. Miscellaneous.

- (a) Counterparts. This Release Agreement may be executed by one or more of the parties to this Release Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Release Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Release Agreement signed by all the parties shall be lodged with the Borrower and the Secured Party.
- (b) Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

[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.

**GENERAL MOTORS HOLDINGS LLC**  
as the Borrower



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By: Niharika Ramdev  
Title: Assistant Treasurer

Address for Notices:

767 Fifth Avenue, 14th Floor  
New York, New York 10153  
Attention: Niharika Ramdev  
Telephone: (212) 418-3507  
Facsimile: (212) 418-3695

*Signature Page to Release of Security Interest (VEBA)*

**TRADEMARK**  
**REEL: 004310 FRAME: 0221**

**GUARANTORS:**

**GENERAL MOTORS LLC**



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By: Niharika Ramdev  
Title: Assistant Treasurer

Address for Notices:  
767 Fifth Avenue, 14th Floor  
New York, New York 10153  
Attention: Niharika Ramdev  
Telephone: (212) 418-3507  
Facsimile: (212) 418-3695

*Signature Page to Release of Security Interest (VEBA)*

**TRADEMARK**  
**REEL: 004310 FRAME: 0222**

**ANNUNCIATA CORPORATION  
GENERAL MOTORS ASIA PACIFIC HOLDINGS, LLC  
GENERAL MOTORS ASIA, INC.  
GENERAL MOTORS INTERNATIONAL HOLDINGS,  
INC.  
GENERAL MOTORS OVERSEAS CORPORATION  
GENERAL MOTORS OVERSEAS DISTRIBUTION  
CORPORATION  
GM APO HOLDINGS, LLC  
GM EUROMETALS, INC.  
GM FINANCE CO. HOLDINGS LLC  
GM LAAM HOLDINGS, LLC  
GM PREFERRED FINANCE CO. HOLDINGS LLC  
GM-DI LEASING CORPORATION  
GRAND POINTE HOLDINGS, INC.  
RIVERFRONT HOLDINGS, INC.  
RIVERFRONT HOLDINGS PHASE II, INC.**



Name: Tia Y. Turk

Title: Assistant Secretary

Address for Notices:

767 Fifth Avenue, 14th Floor

New York, New York 10153

Attention: Deanna Petkoff

Telephone: (212) 418-3507

Facsimile: (212) 418-3695

*Signature Page to Release of Security Interest (VEBA)*

**TRADEMARK  
REEL: 004310 FRAME: 0223**



**ARGONAUT HOLDINGS, INC.**



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Name: Tia Y. Turk

Title: Secretary

Address for Notices:

767 Fifth Avenue, 14th Floor

New York, New York 10153

Attention: Deanna Petkoff

Telephone: (212) 418-3507

Facsimile: (212) 418-3695

*Signature Page to Release of Security Interest (VEBA)*

**TRADEMARK**  
**REEL: 004310 FRAME: 0224**

**GENERAL MOTORS PRODUCT SERVICES, INC.  
GENERAL MOTORS RESEARCH CORPORATION  
GM GLOBAL TECHNOLOGY OPERATIONS, INC.  
GM GLOBAL TOOLING COMPANY, INC.  
GM TECHNOLOGIES, LLC  
GMOC ADMINISTRATIVE SERVICES CORPORATION**



Name: Deanna Petkoff  
Title: Assistant Secretary

Address for Notices:  
767 Fifth Avenue, 14th Floor  
New York, New York 10153  
Attention: Deanna Petkoff  
Telephone: (212) 418-3507  
Facsimile: (212) 418-3695

*Signature Page to Release of Security Interest (VEBA)*

**TRADEMARK  
REEL: 004310 FRAME: 0225**

**GM GLOBAL STEERING HOLDINGS, LLC  
GM COMPONENTS HOLDINGS, LLC**

A handwritten signature in black ink that reads "Deanna Petkoff". The signature is written in a cursive style and is positioned above a horizontal line.

Name: Deanna Petkoff

Title: Secretary

Address for Notices:

767 Fifth Avenue, 14th Floor

New York, New York 10153

Attention: Deanna Petkoff

Telephone: (212) 418-3507

Facsimile: (212) 418-3695

*Signature Page to Release of Security Interest (VEBA)*

**TRADEMARK  
REEL: 004310 FRAME: 0226**

**GM SUBSYSTEMS MANUFACTURING, LLC  
ONSTAR, LLC**



Name: Barbara A. Lister-Tait

Title: Secretary

Address for Notices:

767 Fifth Avenue, 14th Floor

New York, New York 10153

Attention: Barbara A. Lister-Tait

Telephone: (212) 418-3507

Facsimile: (212) 418-3695

*Signature Page to Release of Security Interest (VEBA)*

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**TRADEMARK  
REEL: 004310 FRAME: 0227**

**GM GEFS L.P.**

**By: GM TECHNOLOGIES, LLC, its General Partner**



Name: Deanna Petkoff

Title: Assistant Secretary

Address for Notices:

767 Fifth Avenue, 14th Floor

New York, New York 10153

Attention: Deanna Petkoff


Telephone: (212) 418-3507

Facsimile: (212) 418-3695

*Signature Page to Release of Security Interest (VEBA)*

**TRADEMARK**  
**REEL: 004310 FRAME: 0228**

**UAW RETIREE MEDICAL BENEFITS TRUST,**  
as the Secured Party

A handwritten signature in black ink, appearing to read "John Miller", is written over a horizontal line.

By: John Miller  
Title: President and CFO, Fiduciary Counselors Inc.

UAW Retiree Medical Benefits Trust  
P.O. Box 14309  
Detroit, MI 48214

**Schedule A**

**Patents**

*Exhibit A to Release of Security Interest (VEBA)*

**TRADEMARK  
REEL: 004310 FRAME: 0230**

**Schedule B**  
**Trademarks**

*Exhibit B to Release of Security Interest (VEBA)*

**TRADEMARK**  
**REEL: 004310 FRAME: 0231**



**Schedule C**

**Copyrights**

*Exhibit C to Release of Security Interest (VEBA)*