

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Onstar, LLC		10/27/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust Company
Street Address:	1110 North Market Street, Rodney Square North
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

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:	85099670	FAMILY LINK
Serial Number:	85130777	ONSTAR MYLINK
Serial Number:	85048289	ON
Serial Number:	77517572	RADIOMARKS

CORRESPONDENCE DATA

900176766

**TRADEMARK
 REEL: 004410 FRAME: 0341**

CH \$315.00 2745045

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
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:	WILMINGTON TM ONSTAR
NAME OF SUBMITTER:	Timothy G. Gorbatoff
Signature:	/TGG/
Date:	11/05/2010

Total Attachments: 10
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EXHIBIT D-2
to
Credit Agreement

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2010 (this "Agreement"), is made by GENERAL MOTORS LLC, a Delaware limited liability company (together with its successors and permitted assigns, "GM LLC"), located at 300 Renaissance Center, Detroit, Michigan 48265-3000, and ONSTAR, LLC, a Delaware limited liability company (together with its successors and permitted assigns, "OnStar"; and, together with GM LLC, collectively, the "Grantors" and each, a "Grantor"), located at 400 Renaissance Center, Detroit, Michigan 48265-4000, in favor of WILMINGTON TRUST COMPANY, a Delaware corporation, located at 1110 North Market Street, Rodney Square North, Wilmington, Delaware 19890, as collateral trustee (in such capacity, together with any successor thereto in such capacity, the "Collateral Trustee"), under the Collateral Trust Agreement, dated as of October 27, 2010 (as amended, supplemented, or otherwise modified from time to time, the "Collateral Trust Agreement"), among, *inter alia*, the Grantors and the Collateral Trustee.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 27, 2010 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among General Motors Holdings LLC, a Delaware limited liability company (together with its successors and permitted assigns, the "Borrower"), the lenders party thereto (collectively, the "Credit Agreement Lenders"), Citibank, N.A., as administrative agent (in such capacity, together with any successor thereto in such capacity, the "Credit Agreement Administrative Agent"), and Bank of America, N.A., as syndication agent, the Credit Agreement Lenders have severally agreed to make extensions of credit to or for the account of the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors (among others) have executed and delivered a Security Agreement, dated as of October 27, 2010 (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Trustee for the benefit of the First Priority Secured Parties and the Second Priority Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantors severally pledged and granted to the Collateral Trustee for the benefit of the First Priority Secured Parties and the Second Priority Secured Parties separate continuing security interests in, *inter alia*, the Trademarks (including, without limitation those items set forth on Schedule A) (collectively, the "Trademark Collateral"); and

WHEREAS, the Grantors have each duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor, severally and for itself alone, hereby 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 assigned to such terms in the Security Agreement, and/or the Collateral Trust Agreement, as applicable.

SECTION 2. Grant of Security Interest for First Priority Secured Obligations. Each Grantor, severally and for itself alone, hereby grants a security interest in, all of such Grantor's right, title, and interest in, to and under the Trademark Collateral, to the Collateral Trustee, for the benefit of the First 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) and at all times thereafter of the First Priority Secured Obligations.

SECTION 3. Grant of Security Interest for Second Priority Secured Obligations. Each Grantor, severally and for itself alone, hereby grants a security interest in, all of such Grantor's right, title, and interest in, to and under the Trademark 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) and at all times thereafter of the Second Priority Secured Obligations (it being understood and agreed that such security interest shall have the priority afforded to Second Priority Secured Obligations in the Collateral Trust Agreement).

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grants of security interests herein with the United States Patent and Trademark Office. The security interests granted hereby have been granted to the Collateral Trustee, for the benefit of the First Priority Secured Parties or the Second Priority Secured Parties, as the case may be, in connection with the Security Agreement and are expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Trustee, for the benefit of the First Priority Secured Parties or the Second Priority Secured Parties, as the case may be, thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 5. Acknowledgment. Each Grantor, severally and for itself alone, does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee, for the benefit of the First Priority Secured Parties or the Second Priority Secured Parties, as the case may be, with respect to the applicable 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 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 27th day of October, 2010.

GENERAL MOTORS LLC, as Grantor

By: 
Name: Niharika Ramdev
Title: Assistant Treasurer

ONSTAR, LLC, as Grantor

By: _____
Name:
Title:

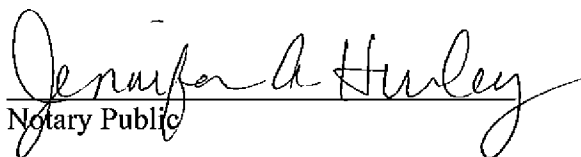
WILMINGTON TRUST COMPANY,
as Collateral Trustee

By: _____
Name:
Title:

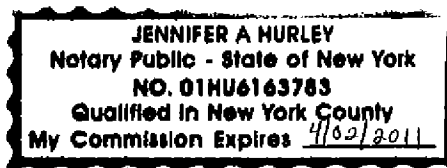
ACKNOWLEDGMENT OF GRANTOR

STATE OF)
)ss
COUNTY OF)

On the 12th day of October, 2010, before me personally came Niharika Ramdev, who is personally known to me to be the Assistant Treasurer of GENERAL MOTORS LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Assistant Treasurer 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 Managers of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.


Notary Public

(PLACE STAMP AND SEAL ABOVE)

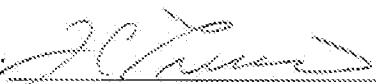


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 27th day of October, 2010.

GENERAL MOTORS LLC, as Grantor

By: _____
Name:
Title:

ONSTAR, LLC, as Grantor

By:  _____
Name: J. C. PREUSS
Title: PRESIDENT, ONSTAR

WILMINGTON TRUST COMPANY,
as Collateral Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 27th day of October, 2010.

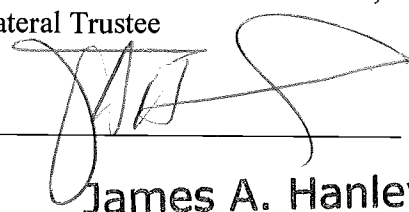
GENERAL MOTORS LLC, as Grantor

By: _____
Name:
Title:

ONSTAR, LLC, as Grantor

By: _____
Name:
Title:

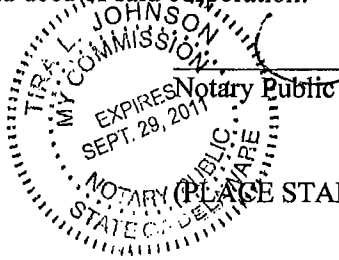
WILMINGTON TRUST COMPANY,
as Collateral Trustee

By: _____
Name:
Title: 
James A. Hanley
Vice President

ACKNOWLEDGMENT OF COLLATERAL TRUSTEE

STATE OF Delaware)
)ss
COUNTY OF New Castle

On the 27th day of October, 2010, before me personally came James A. Henley, who is personally known to me to be the Vice President of WILMINGTON TRUST COMPANY, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation 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 such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



[Handwritten signature]

TIRA L. JOHNSON
Notary Public - State of Delaware
My Comm. Expires Sept. 29, 2011.

(PLEASE STAMP AND SEAL ABOVE)

Acknowledgment to Trademark Security Agreement

SCHEDULE A

U.S. Trademark Registrations and Applications

1. GENERAL MOTORS LLC

<u>Trademark</u>	<u>Registration or Serial Number</u>

2. ONSTAR, LLC

<u>Trademark</u>	<u>Registration or Serial Number</u>