

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Motors LLC		10/27/2010	LTD LIAB JT ST CO: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 91**

Property Type	Number	Word Mark
Serial Number:	85694397	1LE
Serial Number:	85699125	442
Serial Number:	85699131	442
Serial Number:	85524507	ACDELCO CLEAR VISION
Serial Number:	85534647	APPSHOP
Serial Number:	85699210	BEL AIR
Serial Number:	85574054	BUICK APPSHOP
Serial Number:	85643131	CADILLAC LTS
Serial Number:	85629096	CAMARO
Serial Number:	85629052	CAMARO
Serial Number:	85794159	CHEVELLE
Serial Number:	85794182	CHEVELLE
Serial Number:	85794217	CHEVELLE
Serial Number:	85794205	CHEVELLE

CH \$2290.00 85694397

**TRADEMARK**

Serial Number:	85534677	CHEVROLET APPSHOP
Serial Number:	85742681	CITI EXPRESS
Serial Number:	85676175	CONVERJ
Serial Number:	85581943	DEXRON APPROVED
Serial Number:	85656368	DOCKSPOT
Serial Number:	85614269	DURALIFE
Serial Number:	85699199	EL CAMINO
Serial Number:	85643100	ELECTRA
Serial Number:	85734666	EXPERTIPS
Serial Number:	85731392	
Serial Number:	85731483	
Serial Number:	85731547	
Serial Number:	85731401	
Serial Number:	85731493	
Serial Number:	85731526	
Serial Number:	85731557	
Serial Number:	85739722	GM DSA GM DEALER SALESASSISTANT
Serial Number:	85680270	GMC
Serial Number:	85574060	GMC APPSHOP
Serial Number:	85639622	GNX
Serial Number:	85654270	GNX
Serial Number:	85638414	GNX
Serial Number:	85639155	GNX
Serial Number:	85639680	GNX
Serial Number:	85639497	GNX
Serial Number:	85638978	GNX
Serial Number:	85766014	GOODWRENCH
Serial Number:	85766022	GOODWRENCH
Serial Number:	85532051	GOODWRENCH
Serial Number:	85766046	GOODWRENCH
Serial Number:	85766115	GOODWRENCH
Serial Number:	85766616	GOODWRENCH
Serial Number:	85766620	GOODWRENCH
Serial Number:	85766628	GOODWRENCH
Serial Number:	85766632	GOODWRENCH

	85766637	GOODWRENCH
Serial Number:	85766655	GOODWRENCH
Serial Number:	85767654	GOODWRENCH
Serial Number:	85767659	GOODWRENCH
Serial Number:	85767663	GOODWRENCH
Serial Number:	85767669	GOODWRENCH
Serial Number:	85767675	GOODWRENCH
Serial Number:	85767699	GOODWRENCH
Serial Number:	85767924	GOODWRENCH
Serial Number:	85639655	GRAND NATIONAL
Serial Number:	85654360	GRAND NATIONAL
Serial Number:	85638424	GRAND NATIONAL
Serial Number:	85639179	GRAND NATIONAL
Serial Number:	85639695	GRAND NATIONAL
Serial Number:	85639518	GRAND NATIONAL
Serial Number:	85638992	GRAND NATIONAL
Serial Number:	85656597	GRAPHYTE
Serial Number:	85692211	GSX
Serial Number:	85692224	GSX
Serial Number:	85692047	GTO
Serial Number:	85692053	GTO
Serial Number:	85727862	GTO 6.5 LITRE
Serial Number:	85692067	L88
Serial Number:	85729319	L88
Serial Number:	85693612	LS1
Serial Number:	85729266	LT-1
Serial Number:	85804139	REGEN ON DEMAND
Serial Number:	85615737	RIVIERA
Serial Number:	85729347	88
Serial Number:	85731276	88
Serial Number:	85734680	SHOP CLICK DRIVE
Serial Number:	85597402	SS
Serial Number:	85692079	TTYE
Serial Number:	85692104	TTYE
Serial Number:	85699411	TURBO-FIRE

	85699313	TURBO-JET
Serial Number:	85699368	TURBO-JET
Serial Number:	85699228	WS6
Serial Number:	85699239	WS6
Serial Number:	85722795	Z28
Serial Number:	85699452	ZR2
Serial Number:	85643111	LTS

**CORRESPONDENCE DATA**

Fax Number: 3136654976  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 313-665-4719  
Email: timothy.g.gorbatoff@gm.com  
Correspondent Name: Timothy G. Gorbatoff  
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:	06/21/2013

**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

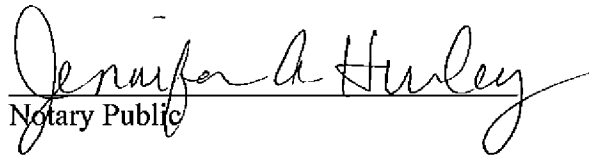
By: \_\_\_\_\_  
Name:  
Title:



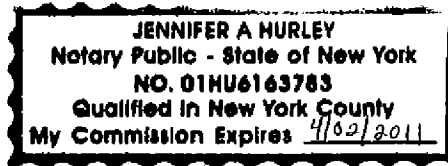
ACKNOWLEDGMENT OF GRANTOR

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)



Acknowledgment to Trademark Security Agreement

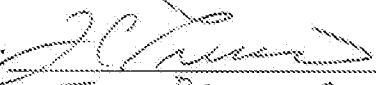
TRADEMARK  
REEL: 005052 FRAME: 0716

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.

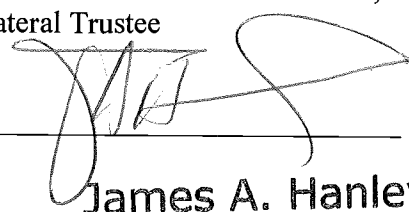
GENERAL MOTORS LLC, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ONSTAR, LLC, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

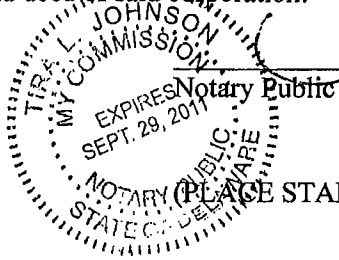
WILMINGTON TRUST COMPANY,  
as Collateral Trustee

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>