

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GM Global Technology Operations, Inc.	12/31/2008

RECEIVING PARTY DATA	
Name:	United States Department of the Treasury
Street Address:	1500 Pennsylvania Avenue, NW
Internal Address:	Room 2312
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20220

PROPERTY NUMBERS Total: 963

Property Type	Number
Application Number:	11873450
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Application Number:	12250280

CORRESPONDENCE DATA

Fax Number: (248)267-4471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 313-665-4702
Email: patrice.l.leland@gm.com
Correspondent Name: Patrice Uchno Leland
Address Line 1: P.O. Box 300
Address Line 2: Mail Code 482-C23-B21
Address Line 4: Detroit, MICHIGAN 48265-3000

ATTORNEY DOCKET NUMBER:	GTO TO UST SECURITY 2
NAME OF SUBMITTER:	Patrice Uchno Leland

Total Attachments: 13
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Intellectual Property Pledge Agreement

INTELLECTUAL PROPERTY PLEDGE AGREEMENT, dated as of December 31, 2008, by General Motors Corporation (the "Borrower") and 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., Saturn Corporation, and Saturn Distribution Corporation (collectively, "Guarantors"), in favor of the United States Department of the Treasury (the "Secured Party").

RECITALS

The Borrower and the Guarantors are parties to the Loan and Security Agreement dated December 31, 2008 (the "Loan Agreement"), in favor of the Secured Party pursuant to which the Borrower and the Guarantors are required to execute and deliver this Intellectual Property Pledge Agreement;

Accordingly, for good and valuable consideration of the premises and to induce the Secured Party to enter into the Loan Agreement and to induce the Secured Party to make its extensions of credit to the Borrower under the Loan Agreement, Borrower and Guarantors hereby agree with the Secured Party as follows:

Section 1. Defined Terms

Unless otherwise defined herein, all capitalized terms used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Collateral

As security for the prompt and complete payment when due of the Obligations and the performance by the Borrower of all the covenants and obligations to be performed by it pursuant to the Loan Agreement and the other Loan Documents, the Borrower, and each Guarantor, in order to secure its guaranty under the Guaranty, hereby assigns and pledges to the Secured Party and grants to the Secured Party a Lien on and security interest in all of its rights, title and interest in and to the following property of the Borrower or such Guarantor, as the case may be, whether now owned or existing or hereafter acquired or arising and regardless of where located (the "Collateral"):

(a) All domestic and foreign letters patent, design patents, utility patents, industrial designs, and all intellectual property rights in inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, and other general intangibles of like nature, now existing or hereafter acquired or owned by any Loan Party (including, without limitation, 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), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof;

(b) All domestic and foreign trademarks, service marks, collective marks, certification marks, trade dress, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, or acquired by any Loan Party (including, without limitation, all domestic and foreign trademarks, service marks, collective marks, certification marks, trade dress, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers described in Exhibit B hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks;

(c) All domestic and foreign copyrights, whether registered or unregistered, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising), in any and all media (whether now or hereafter developed), in and to all original works of authorship (including, without limitation, all marketing materials created by or on behalf of any Loan Party), acquired or owned by any Loan Party (including, without limitation, all copyrights described in Exhibit C hereto) all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, renewals, restorations, extensions or revisions thereof;

(d) all Proceeds with respect to the foregoing clauses (a) through (c);
and

(e) to the extent not included in the foregoing, all proceeds, products, offspring, rents, revenues, issues, profits, royalties, income, benefits, accessions, additions, substitutions and replacements of and to any and all of the foregoing.

Notwithstanding the foregoing, in no event shall the Collateral include any Excluded Collateral.

Section 3. Pledge Agreement

(a) THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT BUT, RATHER AS A SECURITY INTEREST THAT PROVIDES THE SECURED PARTY SUCH RIGHTS AS ARE PROVIDED TO HOLDERS OF SECURITY INTERESTS UNDER APPLICABLE LAW.

(b) The security interest granted pursuant to this Intellectual Property Pledge Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan Agreement and Borrower and each of the Guarantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of the Loan Agreement and this Intellectual Property Pledge Agreement, the Loan Agreement shall govern.

Section 4. Authorization

To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Collateral.

To the extent applicable, the parties hereto authorize and request that the Copyright Office of the United States record this security interest in the Collateral.

Section 5. Continuing Security Interest; Release And Discharge of Security Interest

(a) This Intellectual Property Pledge Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the Obligations have matured and have been paid and satisfied in full, (ii) be binding upon and inure to the benefit of the Loan Parties, each of the Loan Parties' executors, administrators, successors and assigns, and (iii) inure to the benefit of and be binding upon the Secured Party and its successors, transferees and assigns. Upon the payment and satisfaction in full of the Obligations, each Loan Party shall be entitled to the return, upon its request and at its expense, of such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof.

(b) **Release of Security Interest Upon Satisfaction of all Obligations.** Upon termination of this Intellectual Property Pledge Agreement and repayment to the Secured Party of all Obligations and the performance of all obligations under the Loan Documents, the Secured Party shall release its security interest in any remaining Collateral; provided, that if any payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or a trustee or similar officer for the Borrower or any substantial part of its Property, or otherwise, this Intellectual Property Pledge Agreement, all rights hereunder and the Liens created hereby shall continue to be effective, or be reinstated, until such payments have been made.

(c) **Partial Release of Collateral.** Provided that no Default or Event of Default shall then exist, the Borrower or a Guarantor may, in connection with any Disposition of any Collateral permitted under the Loan Agreement, obtain the release from the Lien of the Loan Documents of the portion of the Collateral sold, upon the satisfaction of the conditions set forth in the Loan Agreement.

Section 6. Miscellaneous

(d) **Waiver; Amendment.** None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Secured Party and the Loan Parties.

(e) **Notices.** Except as otherwise expressly permitted by this Intellectual Property Pledge Agreement, all notices, requests and other communications provided for herein (including, without limitation, any modifications of, or waivers, requests or consents under, this Intellectual Property Pledge 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 Intellectual Property Pledge 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.

(f) **Miscellaneous.** The headings of the several sections and subsections in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. In the event that any provision of this Agreement shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Agreement which shall remain binding on all parties hereto.

(g) **Intellectual Property Pledge Agreement Constitutes Security Agreement.** This Intellectual Property Pledge Agreement shall constitute a security agreement within the meaning of the Uniform Commercial Code.

(h) **Governing Law.** Insofar as there may be no applicable Federal law, this Intellectual Property Pledge 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 Intellectual Property Pledge Agreement shall require any unlawful action or inaction by either party.

(i) **Hypothecation or Pledge of Collateral.** Nothing in this Intellectual Property Pledge Agreement shall preclude the Secured Party from engaging in repurchase transactions with the Collateral or otherwise pledging, repledging, transferring, hypothecating, or rehypothecating the Collateral (subject to the interest of the relevant Senior Lien Lender). Nothing contained in this Intellectual Property Pledge Agreement shall obligate the Secured Party to segregate any Collateral delivered to the Secured Party by Borrower or any of the Guarantors.

(j) **Severability.** Any provision of this Intellectual Property Pledge 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 Intellectual Property Pledge Agreement shall be held invalid or unenforceable (in whole or in part) as against any one or more of Borrower and the Guarantors, then this Intellectual Property Pledge Agreement shall continue to be enforceable against all other Guarantors and Borrower, as applicable, without regard to any such invalidity or unenforceability.

(k) **Entire Agreement.** This Intellectual Property Pledge 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 Secured Party.

(l) **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 AGREEMENT AND THE OTHER LOAN DOCUMENTS, 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

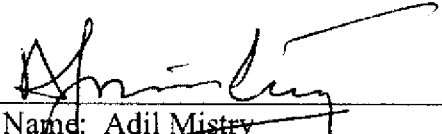
(D) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION.

BORROWER AND EACH GUARANTOR HEREBY IRREVOCABLY WAIVES, 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 INTELLECTUAL PROPERTY PLEDGE AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower and each Guarantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GENERAL MOTORS CORPORATION
as Borrower

By: 
Name: Adil Mistry
Title: Assistant Treasurer

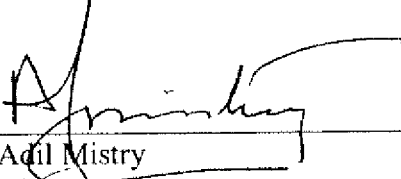
Signature Page to Intellectual Property Security Agreement

PATENT
REEL: 022201 FRAME: 0398

**ANNUNCIATA CORPORATION,
ARGONAUT HOLDINGS, INC.,
GENERAL MOTORS ASIA, INC.,
GENERAL MOTORS ASIA PACIFIC
HOLDINGS, LLC,
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.,
SATURN CORPORATION, and
SATURN DISTRIBUTION
CORPORATION,**

each, as a Guarantor

By:
Name
Title:

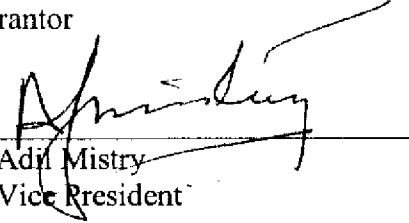

Adil Mistry
Vice President

**GENERAL MOTORS INTERNATIONAL
HOLDINGS, INC.,**
as a Guarantor

By:


Name Adil Mistry

Title: Vice President

A handwritten signature in black ink, appearing to read "Adil Mistry", is written over a horizontal line. The signature is stylized and extends above and below the line.

Accepted and Agreed
as of the date first above written:

THE UNITED STATES DEPARTMENT OF THE TREASURY
as Secured Party

By:  _____

Name: Neel Kashkari

Title: Interim Assistant Secretary of the Treasury
for Financial Stability

Exhibit A

Patents

Certain Patent applications and issued Patents filed either (a) by, or on behalf of, GM Daewoo Auto and Technology Company or (b) filed by, or on behalf of, Adam Opel GmbH, Saab Automobile AB and/or General Motors UK Ltd, but in any case owned by GM Global Technology Operations, Inc. are not included on this Exhibit A.

See attached Exhibits A(1)through (A)(6).

Exhibit B

Trademarks

See Attached Exhibits B(1) through B(7).

Exhibit C

Copyrights

A Loan Party is the owner of record for the following copyright registrations; however, no warranty is made that a Loan Party owns actual title to any particular copyright registration included herein.

See attached Exhibits (C)(1) through (C)(3).