PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4003179

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
UAW RETIREE MEDICAL BENEFITS TRUST	10/26/2010

RECEIVING PARTY DATA

Name:	GM GLOBAL TECHNOLOGY OPERATIONS LLC
Street Address:	300 RENAISSANCE CENTER
Internal Address:	MAIL CODE 482-C23-B21 P.O. BOX 300
City:	DETROIT
State/Country:	MICHIGAN
Postal Code:	48265

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5911244

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: gm.patents@gm.com
Correspondent Name: DEANNA MEJIA, GM LEGAL STAFF
Address Line 1: 300 RENAISSANCE CENTER
Address Line 2: PO BOX 300 MAIL CODE 482-C23-B21
Address Line 4: DETROIT, MICHIGAN 48265

NAME OF SUBMITTER:	DEANNA MEJIA
SIGNATURE:	/Deanna Mejia/
DATE SIGNED:	08/11/2016

Total Attachments: 16
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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"), 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, 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).

W I T N E S S E T H:

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

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)

GUARANTORS:

GENERAL MOTORS LLC

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

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.

Tia Y. Turk

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

ARGONAUT HOLDINGS, INC.

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

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

Deanna Petkoff
Name: Deanna Petkoff
Title: Assistant Secretary

Address for Notices:
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Attention: Deanna Petkoff
Telephone: (212) 418-3507
Facsimile: (212) 418-3695

GM GLOBAL STEERING HOLDINGS, LLC
GM COMPONENTS HOLDINGS, LLC

Deanna Petkoff

Name: Deanna Petkoff
Title: Secretary

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Telephone: (212) 418-3507
Facsimile: (212) 418-3695

GM SUBSYSTEMS MANUFACTURING, LLC
ONSTAR, LLC

Barbara A. Lister-Tait

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

GM GEFS L.P.
By: GM TECHNOLOGIES, LLC, its General Partner

Deanna Petkoff

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

UAW RETIREE MEDICAL BENEFTIS TRUST,
as the Secured Party

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

Schedule B

Trademarks

Schedule C

Copyrights

EXHIBIT A

Patent No.	Issue Date	Application No.	Filing Date	Title
5911244	15 Jun 1999	09/135757	18 Aug 1998	PRESSURE CONTROL VALVE