

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4202897

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AM GENERAL LLC	12/28/2016
AM GENERAL SALES CORPORATION	12/28/2016
GENERAL ENGINE PRODUCTS LLC	12/28/2016
CHIPPEWA LLC	12/28/2016
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	9062 OLD ANNAPOLIS ROAD
City:	COLUMBIA
State/Country:	MARYLAND
Postal Code:	21045
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	8484930
Patent Number:	9156610
Application Number:	11670217
Patent Number:	9017003
Patent Number:	7945373
Patent Number:	8126634
Patent Number:	8075002
Patent Number:	8226173
Patent Number:	9157703
Application Number:	62290784
Patent Number:	7909127
Patent Number:	7412965
CORRESPONDENCE DATA	
Fax Number:	(310)557-2193
<i>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.</i>	
Phone:	310-557-2900

Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	43082.066 FIRST LIEN
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NAME OF SUBMITTER:	KIMBERLEY A. LATHROP
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SIGNATURE:	/Kimberley A. Lathrop/
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DATE SIGNED:	12/28/2016
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Total Attachments: 25

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of December 28, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) to WELLS FARGO BANK, NATIONAL ASSOCIATION., as Collateral Agent (in such capacity, together with any successor collateral agent appointed pursuant to Article VII of the Credit Agreement (as hereinafter defined), the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below). Terms defined in the Security Agreement (as defined below) and not otherwise defined in this IP Security Agreement are used in this IP Security Agreement as defined in the Security Agreement.

WHEREAS, AM General LLC, a Delaware limited liability company, has entered into that certain First Lien Credit Agreement dated as of December 28, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with AM General Holdings LLC, a Delaware limited liability company, the Subsidiary Guarantors (as defined therein) party thereto, WELLS FARGO BANK, NATIONAL ASSOCIATION., as Administrative Agent (as defined therein), WELLS FARGO BANK, NATIONAL ASSOCIATION., as Collateral Agent, and the Lender Parties (as defined therein) party thereto. Terms defined in the Credit Agreement and not otherwise defined herein or in the Security Agreement (as defined below) are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of December 28, 2016 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, Lien on and right of set off and recoupment against, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other similar governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent for the ratable benefit of the Secured Parties as follows:

SECTION 1. Grant of Security. Each Grantor hereby pledges and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a valid and continuing security interest in, Lien on and a right of set off and recoupment against, such Grantor’s right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (the “*Collateral*”):

- (i) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto (“**Patents**”), including the Patents and Patent applications set forth in Schedule A hereto;
- (ii) all trademarks, service marks, domain names, trade dress, trade styles, logos, designs, slogans, trade names, business names (fictitious or otherwise), company names, corporate names and other source and business identifiers, whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“**Trademarks**”), including the Trademark registrations and applications set forth in Schedule B hereto (*provided*, that no security interest shall be granted in, and the Collateral shall not include, any Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant’s intent-to-use such Trademark, unless and until evidence of the use of such trademark is filed with, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. §1051(c) or (d));
- (iii) all copyrights, including, without limitation, copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered (“**Copyrights**”), including the Copyright registrations and applications set forth in Schedule C hereto;
- (iv) all registrations and applications for registration for any of the foregoing, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof and the rights to obtain any of the foregoing, all rights in the foregoing provided by common law or international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing, and any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) all proceeds and products of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures, in the case of each Grantor, the complete payment and performance when due of all Obligations of such Grantor now or hereafter existing under the Loan Documents in accordance with the terms of the Credit Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or email shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

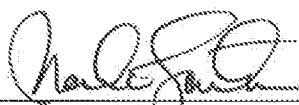
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

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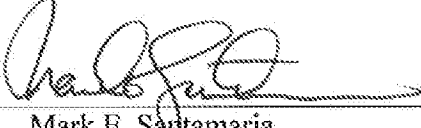
AM GENERAL LLC

By: 
Name: Mark E. Santamaria
Title: Executive Vice President, Finance and Chief
Financial Officer and Treasurer

Address for Notices:

Attention: Chief Financial Officer
South Bend, Indiana 46617
Attention: Chief Financial Officer

AM GENERAL SALES CORPORATION

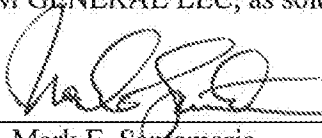
By: 
Name: Mark E. Santamaria
Title: Vice President, Treasurer

Address for Notices:

Attention: Chief Financial Officer
South Bend, Indiana 46617
Attention: Chief Financial Officer

GENERAL ENGINE PRODUCTS LLC

By: AM GENERAL LLC, as sole manager

By: 

Name: Mark E. Santamaria

Title: Vice President, Finance and Chief Financial
Officer and Treasurer

Address for Notices:

Attention: Chief Financial Officer

South Bend, Indiana 46617

Attention: Chief Financial Officer

CHIPPEWA LLC

By: 

Name: Mark E. Santamaria

Title: Vice President, Treasurer

Address for Notices:

Attention: Chief Financial Officer
105 North Niles Avenue
South Bend, Indiana 46617

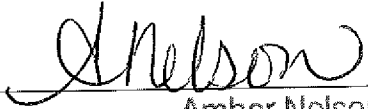
Acknowledged and Agreed to as of
the date hereof by:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name: _____

Title: _____

A handwritten signature in cursive script, appearing to read "Amber Nelson", written over a horizontal line.

Amber Nelson
Assistant Vice President

Schedule A

Patents

<u>Country</u>	<u>Title</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Owner</u>
CA	Adjustable Tray for Vehicle	2545766	02-May-06	2545766	24-Sep-2013	Granted	AM General LLC
US	Boxed Frame Member and Method for Manufacture*	11/279321	11-Apr-2006	8484930	16-Jul-2013	Granted	AM General LLC
US	Dunnage Product	13/091439	21-Apr-11	9156610	13-Oct-15	Granted	AM General LLC
BR	Frame Rail*	PI0707690-8	01-Feb-07			Pending	AM General LLC
DE	Frame Rail*	07762899.8	01-Feb-07	602007008530.6-08	18-Aug-10	Granted	AM General LLC
EP	Frame Rail*	07762899.8	01-Feb-07	1984636	18-Aug-10	Granted	AM General LLC
FR	Frame Rail*	07762899.8	01-Feb-07	1984636	18-Aug-10	Granted	AM General LLC
GB	Frame Rail*	07762899.8	01-Feb-07	1984636	18-Aug-10	Granted	AM General LLC
IT	Frame Rail*	07762899.8	01-Feb-07	1984636	18-Aug-10	Granted	AM General LLC
MX	Frame Rail*	2008/009864	31-Jul-08	297668	29-Mar-12	Granted	AM General LLC
TR	Frame Rail*	07762899.8	01-Feb-07	TR201008926	18-Aug-10	Granted	AM General LLC
US	Frame Rail*	11/670217	01-Feb-07			Pending	AM General LLC
CN	Loading Device	201180020233.2	22-Feb-11	103002853B	25-Nov-15	Granted	AM General LLC
ES	Loading Device	P201290065	22-Feb-11	2412012	24-Apr-15	Granted	AM General LLC
IN	Loading Device	7776/DELNP/2012	22-Feb-11			Pending	AM General LLC
IL	Loading Device	221591	22-Feb-11			Pending	AM General LLC
KR	Loading Device	10-2012-7024733	22-Feb-11			Pending	AM General LLC
US	Loading Device	13/031868	22-Feb-11	9017003	28-Apr-15	Granted	AM General LLC
ZA	Loading Device	2012/06389	22-Feb-11	2012/06389	26-Jun-13	Granted	AM General LLC
US	Method and Apparatus for Controlling an Engine Capable of Operating on More Than One Type of Fuel	12/221701	06-Aug-08	7945373	17-May-11	Granted	AM General LLC
US	Method and Apparatus for	13/108367	16-May-11	8126634	28-Feb-12	Granted	AM General LLC

<u>Country</u>	<u>Title</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Owner</u>
	Controlling an Engine Capable of Operating on More Than One Type of Fuel						
US	Semi-Active Suspension System	12/313306	18-Nov-08	8075002	13-Dec-11	Granted	AM General LLC
US	Supplemental Brake System	12/313295	18-Nov-08	8226173	24-Jul-12	Granted	AM General LLC
US	Transparent Armor Structure	13/433414	29-Mar-12	9157703	13-Oct-15	Granted	AM General LLC
US	Vehicle with Dual Sliding Doors	62/290784	03-Feb-16			Pending	AM General LLC
US	Wheel Hub Cartridge and Carrier	12/313307	18-Nov-08	7909127	22-Mar-11	Granted	AM General LLC
CA	Exhaust Control System for an Internal Combustion Engine**	2629038	14-Apr-08			Pending	AM General LLC
EP	Exhaust Control System for an Internal Combustion Engine**	08006963.6	08-Apr-08	EP1980736	21-Sep-12	Granted	FEV Motorentechnik GmbH and AM General LLC
US	Exhaust Control System for an Internal Combustion Engine**	11/735110	13-Apr-07	7412965	19-Aug-08	Granted	AM General LLC
<i>* Phillip C. Ruehl is the inventor of the frame rail technology that is the subject of these patents and applications and is the owner of record of U.S. Patent No. 8,484,930. Mr. Ruehl and his company filed Phillip C. Ruehl and PC Ruehl Engineering, Inc. v. AM General LLC, Civil No. 3:14-cv-00317 (U.S. District Court, Northern District of Indiana) alleging infringement of the '930 patent by AM General. AM General filed a counterclaim seeking a declaration that it owns the '930 Patent and all related intellectual property rights.</i>							
<i>** Jointly owned with FEV Motorentechnik GmbH</i>							

Schedule B

Domain Names and Trademarks

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Owner</u>
amgeneral.com	17-Apr-03	Blocked
amgeneral.us.com	20-Jul-06	Blocked
armyhmmwvrecap.com	17-Jul-01	AM General LLC (f.k.a. AM General Corporation)
armyhumveerecap.com	17-Jul-01	AM General LLC (f.k.a. AM General Corporation)
armyrecap.com	17-Jul-01	AM General LLC (f.k.a. AM General Corporation)
emirateshumvee.com	16-Nov-27	Blocked
generalengineprod.com	16-Dec-07	Blocked
generalengineproducts.com	18-Dec-07	Blocked
generaltacticalvehicles.biz	17-Mar-21	Blocked
generaltacticalvehicles.net	17-Mar-21	Blocked
generaltacticalvehicles.org	17-Mar-21	AM General LLC (f.k.a. AM General Corporation)
generaltransmissionproducts.com	19-May-12	Blocked
generaltransmissionproducts.net	19-May-12	Blocked
hmmwv-sbc.com	17-Jul-01	AM General LLC (f.k.a. AM General Corporation)
hmmwvrecapsolutions.com	17-Jul-01	AM General LLC (f.k.a. AM General Corporation)
hmmwvsolutions.com	17-Jul-01	AM General LLC (f.k.a. AM General Corporation)
hmmwvsurvivability.com	17-Jul-01	AM General LLC (f.k.a. AM General Corporation)
hmmwvsurvivabilitysolutions.com	17-Jul-01	AM General LLC (f.k.a. AM General Corporation)
hummerhlsi.com	21-Jan-14	Blocked
humvee-sbc.com	17-Jul-01	AM General LLC (f.k.a. AM General Corporation)
humveerecapsolutions.com	17-Jul-01	AM General LLC (f.k.a. AM General Corporation)
humveesolutions.com	17-Jul-01	AM General LLC (f.k.a. AM General Corporation)
humveesurvivability.com	17-Jul-01	AM General LLC (f.k.a. AM General Corporation)
humveesurvivabilitysolutions.com	17-Jul-01	AM General LLC (f.k.a. AM General Corporation)
jltvteam.com	17-Mar-21	Blocked
recapsolutions.com	17-Jul-01	AM General LLC (f.k.a. AM General Corporation)
survivablesolutions.com	17-Jul-01	AM General LLC (f.k.a. AM General Corporation)

teamjltv.com	17-Mar-21	Blocked
thejltvteam.com	17-Mar-21	Blocked
vpgsi.com	20-Oct-13	Blocked

<u>Country</u>	<u>Trademark:</u>	<u>App. No:</u>	<u>Filing Date:</u>	<u>Reg. No:</u>	<u>Reg. Date:</u>	<u>Status</u>	<u>Owner</u>
AE	AM GENERAL	103265	26-Nov-07	101541	07-Apr-10	Registered	AM General LLC
US	AM GENERAL	76/348,470	13-Dec-01	2,748,387	5-Aug-03	Registered	AM General LLC
US	AM GENERAL	76/348,471	13-Dec-01	2,744,276	29-Jul-03	Registered	AM General LLC
CL	AM GENERAL Logo	1148682	30-Mar-15	1176238	19-Aug-15	Registered	AM General LLC
US	BRV-O	85/581851	28-Mar-12	4467069	14-Jan-14	Registered	AM General LLC
AF	DRGN-V	99300658	27-Aug-14	15672	02-Sep-15	Registered	AM General LLC
AR	DRGN-V	3349247	28-Aug-14	2750736	09-Sep-15	Registered	AM General LLC
AU	DRGN-V	A0044687	26-Aug-14	1229550	26-Aug-14	Registered	AM General LLC
BR	DRGN-V	908184824	27-Aug-14			Pending	AM General LLC
CL	DRGN-V	1120813	27-Aug-14	1158098	03-Mar-15	Registered	AM General LLC
CN	DRGN-V	A0044687	26-Aug-14	1229550	26-Aug-14	Registered	AM General LLC
EC	DRGN-V	IEPI-2014-18315	10-Sep-14	IEPI-2016-TI-0021	08-Dec-15	Registered	AM General LLC
EG	DRGN-V	A0044687	26-Aug-14	1229550	26-Aug-14	Registered	AM General LLC
EM	DRGN-V	13203831	27-Aug-14	13203831	07-Jan-15	Registered	AM General LLC
ID	DRGN-V	D00.2014.038535	27-Aug-14			Pending	AM General LLC
IL	DRGN-V	A0044687	26-Aug-14	1229550	26-Aug-14	Pending	AM General LLC
IN	DRGN-V	2908104	26-Aug-14			Pending	AM General LLC
IQ	DRGN-V	67610	27-Aug-14			Pending	AM General LLC
JO	DRGN-V	136117	27-Aug-14	136117	27-Feb-14	Registered	AM General LLC
JP	DRGN-V	A0044687	26-Aug-14	1229550	26-Aug-14	Registered	AM General LLC
KR	DRGN-V	40-2014-57624	27-Aug-14	40-1111520	12-Jun-15	Registered	AM General LLC
KW	DRGN-V	155969	27-Aug-14			Pending	AM General LLC
LB	DRGN-V	159917	27-Aug-14	159917	27-Aug-14	Registered	AM General

<u>Country</u>	<u>Trademark:</u>	<u>App. No:</u>	<u>Filing Date:</u>	<u>Reg. No:</u>	<u>Reg. Date:</u>	<u>Status</u>	<u>Owner</u>
							LLC
LY	DRGN-V	30292	28-Feb-16			Pending	AM General LLC
MX	DRGN-V	A0044687	26-Aug-14	1229550	26-Aug-14	Registered	AM General LLC
MY	DRGN-V	2014009310	27-Feb-14	2014009610	17-Dec-15	Registered	AM General LLC
NG	DRGN-V	F/TM/0/2014/2111	27-Aug-14			Pending	AM General LLC
OM	DRGN-V	A0044687	26-Aug-14	1229550	26-Aug-14	Registered	AM General LLC
PH	DRGN-V	A0044687	26-Aug-14	1229550	26-Aug-14	Registered	AM General LLC
SA	DRGN-V	1436000058	26-Oct-14	1436000058	14-May-15	Registered	AM General LLC
SG	DRGN-V	A0044687	26-Aug-14	1229550	26-Aug-14	Registered	AM General LLC
TN	DRGN-V	A0044687	26-Aug-14	1229550	26-Aug-14	Registered	AM General LLC
TW	DRGN-V	103049688	27-Aug-14	1704773	01-May-15	Registered	AM General LLC
WO	DRGN-V	A0044687	26-Aug-14	1229550	26-Aug-14	Registered	AM General LLC
ZA	DRGN-V	2014/23575	03-Sep-14			Pending	AM General LLC
AU	DRIVING THE FORCE	1291524	26-Mar-09	1291524	09-Nov-09	Registered	AM General LLC
GB	DRIVING THE FORCE	2512246	26-Mar-09	2512246	26-Mar-09	Registered	AM General LLC
AE	ECV II	116083	08-Jul-08	133468	06-Mar-11	Registered	AM General LLC
AR	ECV II	2771071	07-Sep-07	2248283	09-Sep-08	Registered	AM General LLC
BH	ECV II	59372	11-Sep-07	59372	11-Sep-07	Registered	AM General LLC
CN	ECV II	6317383	11-Oct-07	6317383	21-Feb-10	Registered	AM General LLC
EG	ECV II	219273	09-Jul-08	219273	16-Mar-10	Registered	AM General LLC
EM	ECV II	006284632	06-Sep-07	006284632	30-Jul-08	Registered	AM General LLC
IL	ECV II	203660	06-Sep-07	203660	13-Aug-09	Registered	AM General LLC
IN	ECV II	1599243	06-Sep-07	1599243	31-Mar-09	Registered	AM General LLC
NL	ECV II	006284632	06-Sep-07	006284632	30-Jul-08	Registered	AM General LLC
NZ	ECV II	775385	08-Mar-07	775385	08-Mar-07	Registered	AM General LLC
OM	ECV II	46825	08-Sep-07	46825	22-Dec-09	Registered	AM General LLC
QA	ECV II	46429	09-Sep-07	46429	19-Aug-08	Registered	AM General

<u>Country</u>	<u>Trademark:</u>	<u>App. No:</u>	<u>Filing Date:</u>	<u>Reg. No:</u>	<u>Reg. Date:</u>	<u>Status</u>	<u>Owner</u>
							LLC
SA	ECV II	AM General LLC	08-Sep-07	1027/33	23-Nov-08	Registered	AM General LLC
TR	ECV II	2007-0047401	05-Feb-09	2009-05468	21-Jan-10	Registered	AM General LLC
TW	ECV II	096043102	07-Sep-07	1332839	16-Oct-08	Registered	AM General LLC
ZA	ECV II	2007/20382	07-Sep-07	2007/20382	04-Jun-10	Registered	AM General
AR	ECV2	2867565	20-Oct-08	2320350	09-Oct-09	Registered	AM General LLC
EM	ECV2	007322464	17-Oct-08	007322464	21-Jun-09	Registered	AM General LLC
NL	ECV2	D900146	26-Mar-09	14135	26-Mar-09	Registered	AM General LLC
NZ	ECV2	808908	03-Jul-09	808908	10-Jun-10	Registered	AM General LLC
OM	ECV2	53896	18-Oct-08	53896	19-Aug-09	Registered	AM General LLC
QA	ECV2	54201	16-Oct-08	54201	15-Jun-09	Registered	AM General LLC
SA	ECV2	136273	18-Oct-08	1118/14	20-Dec-09	Registered	AM General LLC
TW	ECV2	098009259	12-Mar-09	1396243	01-Feb-10	Registered	AM General LLC
ZA	ECV2	2008/25788	31-Oct-08	2008/25788	05-Jul-12	Registered	AM General
AF	EUROMIZER	10336	01-Nov-06	8094	26-Feb-07	Registered	AM General LLC
CN	EUROMIZER	5639803	29-Sep-06	5639803	14-Jul-09	Registered	AM General LLC
IN	GENERAL TACTICAL VEHICLES	1938003	18-Mar-10			Pending	AM General LLC
US	GENERAL TACTICAL VEHICLES	77/826779	15-Sep-09	3990662	05-Jul-11	Registered	AM General LLC
WO	GENERAL TACTICAL VEHICLES	A0019080	15-Mar-10	1035298	15-Mar-10	Registered	AM General LLC
AE	GENUINE HUMVEE PARTS	102881	19-Nov-07	97411	19-Oct-09	Registered	AM General LLC
CN	GENUINE HUMVEE PARTS	6635364	02-Apr-08	6635364	28-Mar-10	Registered	AM General LLC
CN	GENUINE HUMVEE PARTS	7458926	10-Jun-09	7458926	14-Nov-10	Registered	AM General LLC
CN	GENUINE HUMVEE PARTS	7458925	10-Jun-09	7458925	21-Jan-11	Registered	AM General LLC
US	GENUINE HUMVEE PARTS	77/293491	02-Oct-07	3747269	09-Feb-10	Registered	AM General LLC
IN	GTV	1938004	18-Mar-10			Pending	AM General LLC
US	GTV	77/826777	15-Sep-09	3982130	21-Jun-11	Registered	AM General LLC

<u>Country</u>	<u>Trademark:</u>	<u>App. No:</u>	<u>Filing Date:</u>	<u>Reg. No:</u>	<u>Reg. Date:</u>	<u>Status</u>	<u>Owner</u>
WO	GTV	A0019076	15-Mar-10	1033844	15-Mar-10	Registered	AM General LLC
AE	HMMWV	102880	19-Nov-07	98780	23-Dec-09	Registered	AM General LLC
US	HMMWV	78/335791	03-Dec-03	3026594	13-Dec-05	Registered	AM General LLC
AE	HUMVEE	103264	26-Nov-07	98747	22-Dec-09	Registered	AM General LLC
AR	HUMVEE	1831311	27-Jan-92	2807513	12-Jan-2006	Registered	AM General LLC
AR	HUMVEE	2203255	23-Feb-99	2435145	14-Apr-00	Registered	AM General LLC
AR	HUMVEE	2261025	6-Jan-00	2477782	28-May-01	Registered	AM General LLC
AU	HUMVEE	571224	23-Jan-92	A571224	29-Mar-95	Registered	AM General LLC
AU	HUMVEE	764815	15-Jun-98	764815	16-Nov-98	Registered	AM General LLC
AU	HUMVEE	784959	8-Feb-99	784959	19-Nov-99	Registered	AM General LLC
AU	HUMVEE	828600	21-Mar-00	828600	18-Aug-00	Registered	AM General LLC
AU	HUMVEE	841959	10-Jul-00	841959	15-Dec-00	Registered	AM General LLC
BH	HUMVEE	15859	6-Jan-93	15859	2-Feb-94	Registered	AM General LLC
BR	HUMVEE	816630895	20-Feb-92	816630895	9-Nov-93	Registered	AM General LLC
BR	HUMVEE	821421387	18-Feb-99	821421387	6-Aug-02	Registered	AM General LLC
BR	HUMVEE	822469120	23-Feb-00	8224269120	01-Jan-06	Registered	AM General LLC
CA	HUMVEE	697449	23-Jan-92	TMA430937	29-Jul-94	Registered	AM General LLC
CA	HUMVEE	881228	15-Jun-98	TMA526584	13-Apr-00	Registered	AM General LLC
CA	HUMVEE	1004404	5-Feb-99	TMA542411	15-Mar-01	Registered	AM General LLC
CH	HUMVEE	1200/99	10-Feb-99	463515	30-Aug-99	Registered	AM General LLC
CH	HUMVEE	00115/2000	6-Jan-00	473866	27-Jul-00	Registered	AM General LLC
CL	HUMVEE	448537	11-May-99	870189	11-Nov-99	Registered	AM General LLC
CL	HUMVEE	471783	3-Jan-00	889712	21-Jun-00	Registered	AM General LLC
CL	HUMVEE	1149581	07-Apr-15	1181400	05-Oct-15	Registered	AM General LLC
CN	HUMVEE	92011113	20-Mar-92	630617	20-Feb-93	Registered	AM General LLC
CN	HUMVEE	9900018720	23-Feb-99	1396077	14-May-00	Registered	AM General LLC

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CN	HUMVEE	2000061894	9-May-00	1601939	14-Jul-01	Registered	AM General LLC
CN	HUMVEE	2000102468	12-Jul-00	1629105	7-Sep-01	Registered	AM General LLC
CO	HUMVEE	99-080754	27-Dec-99	229885	29-Sep-00	Registered	AM General LLC
DE	HUMVEE	51799/12	1-Feb-92	2049474	12-Nov-93	Registered	AM General LLC
EM	HUMVEE	850362	15-Jun-98	850362	23-Sep-99	Registered	AM General LLC
EM	HUMVEE	1067107	5-Feb-99	1067107	25-May-00	Registered	AM General LLC
EM	HUMVEE	1749233	10-Jul-00	1749233	13-Sep-01	Registered	AM General LLC
EM	HUMVEE	13947973	14-Apr-15	13947973	17-Aug-15	Registered	AM General LLC
ES	HUMVEE	1686807	26-Feb-92	1686807	6-Mar-95	Registered	AM General LLC
FR	HUMVEE	92/406364	19-Feb-92	92406364	19-Feb-92	Registered	AM General LLC
FR	HUMVEE	023193321	12-Nov-02	023193321	12-Nov-02	Registered	AM General LLC
GB	HUMVEE	1489059	27-Jan-92	1489059	12-Mar-93	Registered	AM General LLC
HK	HUMVEE	200000570	11-Jan-00	30/2001	3-Jan-01	Registered	AM General LLC
IL	HUMVEE	82212	28-Jan-92	T/82212	28-Jan-92	Registered	AM General LLC
IN	HUMVEE	566509	30-Jan-92	566509	15-Feb-00	Registered	AM General LLC
IT	HUMVEE	RM92C/000478	7-Feb-92	1477900	19-Dec-94	Registered	AM General LLC
JO	HUMVEE	300774	15-Feb-93	31598	15-Feb-93	Registered	AM General LLC
JP	HUMVEE	04-008142	30-Jan-92	2624411	28-Feb-94	Registered	AM General LLC
JP	HUMVEE	10-050621	15-Jun-98	4625698	29-Nov-02	Registered	AM General LLC
JP	HUMVEE	28248/2000	22-Mar-00	4444220	5-Jan-01	Registered	AM General LLC
KR	HUMVEE	92-1744	24-Jan-92	262811	14-May-93	Registered	AM General LLC
KW	HUMVEE	26820	25-Apr-93	26820	25-Sep-95	Registered	AM General LLC
MX	HUMVEE	134270	5-Mar-92	431060	16-Feb-93	Registered	AM General LLC
MX	HUMVEE	367082	11-Mar-99	638512	11-Mar-99	Registered	AM General LLC
MX	HUMVEE	408415	28-Jan-00	667747	28-Jan-00	Registered	AM General LLC
MX	HUMVEE	419047	3-Apr-00	665770	3-Apr-00	Registered	AM General LLC

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MX	HUMVEE	435857	12-Jul-00	677072	12-Jul-00	Registered	AM General LLC
MX	HUMVEE	435858	12-Jul-00	677073	12-Jul-00	Registered	AM General LLC
MX	HUMVEE	1025222	06-Aug-09	1116930	25-Aug-09	Registered	AM General LLC
MX	HUMVEE	1025223	06-Aug-09	1116931	25-Aug-09	Registered	AM General LLC
MX	HUMVEE	1025224	06-Aug-09	1116932	25-Aug-09	Registered	AM General LLC
MX	HUMVEE	1025226	06-Aug-09	1116933	25-Aug-09	Registered	AM General LLC
MX	HUMVEE	1025227	06-Aug-09	1163048	10-Jun-10	Registered	AM General LLC
MX	HUMVEE	1025228	06-Aug-09	1116934	25-Aug-09	Registered	AM General LLC
MX	HUMVEE	1025229	06-Aug-09	1116935	25-Aug-09	Registered	AM General LLC
MX	HUMVEE	1025230	06-Aug-09	1016936	25-Aug-09	Registered	AM General LLC
MX	HUMVEE	1025231	06-Aug-09	1116937	25-Aug-09	Registered	AM General LLC
MY	HUMVEE	99/13523	29-Dec-99	99/13523	23-Dec-02	Registered	AM General LLC
NO	HUMVEE	199901412	11-Feb-99	198418	15-Jul-99	Registered	AM General LLC
NO	HUMVEE	199913486	30-Dec-99	203692	13-Jul-00	Registered	AM General LLC
NZ	HUMVEE	305004	11-Feb-99	305004	12-Nov-99	Registered	AM General LLC
NZ	HUMVEE	606167	5-Jan-00	606167	6-Jul-00	Registered	AM General LLC
NZ	HUMVEE	618541	12-Jan-00	618541	18-Jan-01	Registered	AM General LLC
NZ	HUMVEE	618542	12-Jan-00	618542	18-Jan-01	Registered	AM General LLC
OM	HUMVEE	8310	28-Mar-93	8310	10-Apr-01	Registered	AM General
PA	HUMVEE	99529	19-Mar-99	099529	19-Mar-99	Registered	AM General LLC
PH	HUMVEE	420030001566	19-Feb-03	4-2003-001566	26-Feb-06	Registered	AM General LLC
PY	HUMVEE	3996-2000	24-Feb-00	349089	20-Mar-01	Registered	AM General LLC
QA	HUMVEE	12014	15-Jun-94	12014	14-May-01	Registered	AM General LLC
SA	HUMVEE	34551803	23-Aug-93	290/82	23-Aug-93	Registered	AM General LLC
SE	HUMVEE	92-00959	31-Jan-92	240308	18-Sep-92	Registered	AM General LLC
SG	HUMVEE	T99/01194B	11-Feb-99	TM99/01194B	11-Feb-09	Registered	AM General LLC
SG	HUMVEE	T99/15625H	30-Dec-99	T99/15625H	30-Dec-99	Registered	AM General

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							LLC
SG	HUMVEE (Chinese Characters)	T00/18805E	27-Oct-00	T00/18805E	27-Oct-00	Registered	AM General LLC
SG	HUMVEE	T00/18806C	27-Oct-00	T00/18806C	27-Oct-00	Registered	AM General LLC
TW	HUMVEE	81057724	20-Nov-92	614456	1-Oct-93	Registered	AM General LLC
TW	HUMVEE	87028795	15-Jun-98	854307	1-Jun-99	Registered	AM General LLC
TW	HUMVEE	88014417	1-Apr-99	899430	1-Aug-00	Registered	AM General LLC
TW	HUMVEE	89014835	21-Mar-00	941521	16-May-01	Registered	AM General LLC
TW	HUMVEE	89039991	12-Jul-00	931987	16-Feb-01	Registered	AM General LLC
US	HUMVEE	74/201,142	6-Sep-91	1697530	30-Jun-92	Registered	AM General LLC
US	HUMVEE	75/405,167	15-Dec-97	2305256	4-Jan-00	Registered	AM General LLC
US	HUMVEE	75/638,895	10-Feb-99	2683993	4-Feb-03	Registered	AM General LLC
US	HUMVEE	76/348,472	13-Dec-01	3056730	07-Feb-06	Registered	AM General LLC
VE	HUMVEE	5415-1999	31-Mar-99	P226644	2-Nov-99	Registered	AM General LLC
VE	HUMVEE	22010-1999	23-Dec-99	P225059	28-Sep-00	Registered	AM General LLC
ZA	HUMVEE	92/0709	30-Jan-92	92/0709	30-Jan-92	Registered	AM General LLC
SG	HUMVEE (Chinese Characters)	T02/08531H	11-Jun-02	T02/08531H	11-Jun-02	Registered	AM General LLC
TW	HUMVEE (Chinese Characters)	89024914	5-May-00	941956	16-May-01	Registered	AM General LLC
TW	HUMVEE (Chinese Characters)	89024913	5-May-00	946445	16-Jun-01	Registered	AM General LLC
AF	HUMVEE Configuration	2623	27-Aug-14	15671	02-Sep-15	Registered	AM General LLC
AR	HUMVEE Configuration	3348757	26-Aug-14			Pending	AM General LLC
BR	HUMVEE Configuration	908180896	26-Aug-14			Pending	AM General LLC
CN	HUMVEE Configuration	18804338	06-Jan-16			Pending	AM General LLC
CN	HUMVEE Configuration	18804339	06-Jan-16			Pending	AM General LLC

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EC	HUMVEE Configuration	IEPI-2014-17248	03-Sep-14	IEPI-2016-TI-0030	26-Oct-15	Registered	AM General LLC
IN	HUMVEE Configuration	2797528	26-Aug-14			Pending	AM General LLC
ID	HUMVEE Configuration	D002014038285	26-Aug-14			Pending	AM General LLC
IQ	HUMVEE Configuration	69484	20-Apr-15			Pending	AM General LLC
IL	HUMVEE Configuration	267833	26-Aug-14			Pending	AM General LLC
JP	HUMVEE Configuration	2014-071564	26-Aug-14	5726334	12-Dec-14	Registered	AM General LLC
JO	HUMVEE Configuration	137181	26-Aug-14	137181	26-Feb-14	Registered	AM General LLC
KW	HUMVEE Configuration	155970	27-Aug-14			Pending	AM General LLC
LB	HUMVEE Configuration	159900	26-Aug-14	159900	26-Aug-14	Registered	AM General LLC
MY	HUMVEE Configuration	2014009546	26-Aug-14			Pending	AM General LLC
MX	HUMVEE Configuration	1520688	26-Aug-14	1518030	26-Feb-15	Registered	AM General LLC
NG	HUMVEE Configuration	F/TM/0/2014/2103	26-Aug-14			Pending	AM General LLC
OM	HUMVEE Configuration	89293	26-Aug-14	89293	09-Jun-15	Registered	AM General LLC
PH	HUMVEE Configuration	4-2014-01652	26-Aug-14			Pending	AM General LLC
ZA	HUMVEE Configuration	2014/22648	26-Aug-14			Pending	AM General LLC
TN	HUMVEE Configuration	2014/00832	26-Aug-14	TN/E/2014/00832	22-Aug-15	Registered	AM General LLC
US	HUMVEE Configuration	86/204534	26-Feb-14			Pending	AM General LLC
AU	IF THE JLTV WAS JUST ANOTHER TRUCK, ANYONE COULD BUILD IT	1291081	25-Mar-09	1291081	12-Sep-11	Registered	AM General LLC
CA	IF THE JLTV WAS JUST ANOTHER TRUCK, ANYONE COULD BUILD	1432920	25-Mar-09	TMA772621	21-Jul-10	Registered	AM General LLC

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	IT						
AE	MOBILITY SOLUTIONS FOR THE 21 ST CENTURY	104971	02-Jan-08	103136	11-May-10	Registered	AM General LLC
AM	MOBILITY SOLUTIONS FOR THE 21 ST CENTURY	A0010628	12-Dec-07	IR 948834	12-Dec-07	Registered	AM General LLC
AU	MOBILITY SOLUTIONS FOR THE 21 ST CENTURY	A0010628	12-Dec-07	1221730	12-Dec-07	Registered	AM General LLC
EG	MOBILITY SOLUTIONS FOR THE 21 ST CENTURY	210553	17-Dec-07	210553	19-Jul-09	Registered	AM General LLC
GE	MOBILITY SOLUTIONS FOR THE 21 ST CENTURY	A0010628	12-Dec-07	IR 948834	12-Dec-07	Registered	AM General LLC
ID	MOBILITY SOLUTIONS FOR THE 21 ST CENTURY	D002008002262	22-Jan-08	IDM000220435	06-Oct-09	Registered	AM General LLC
JO	MOBILITY SOLUTIONS FOR THE 21 ST CENTURY	N/A	03-Jul-08	104649	03-Jul-08	Registered	AM General LLC
JO	MOBILITY SOLUTIONS FOR THE 21 ST CENTURY	111765	13-Apr-10	111765	04-Apr-10	Registered	AM General LLC
KR	MOBILITY SOLUTIONS FOR THE 21 ST CENTURY	A0010628	12-Dec-07	IR 948834	12-Dec-07	Registered	AM General LLC
LY	MOBILITY SOLUTIONS FOR THE 21 ST CENTURY	15369	14-Jul-08			Pending	AM General LLC
MZ	MOBILITY SOLUTIONS FOR THE 21 ST CENTURY	A0010628	12-Dec-07	IR 948834	12-Dec-07	Registered	AM General LLC
SA	MOBILITY SOLUTIONS FOR THE 21 ST CENTURY	142811966	29-Dec-07	1068/51	17-May-09	Registered	AM General LLC
SY	MOBILITY SOLUTIONS FOR THE 21 ST	A0010628	12-Dec-07	IR 948834	17-Dec-07	Registered	AM General LLC

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	CENTURY						
TR	MOBILITY SOLUTIONS FOR THE 21 ST CENTURY	A0010628	12-Dec-07	IR 948834	12-Dec-07	Registered	AM General LLC
US	MOBILITY SOLUTIONS FOR THE 21 ST CENTURY	77/203578	12-Jun-07	3384556	19-Feb-08	Registered	AM General LLC
WO	MOBILITY SOLUTIONS FOR THE 21 ST CENTURY	A0010628	12-Dec-07	IR 948834	12-Dec-07	Registered	AM General LLC
AE	OPTIMIZER 6500	59514	22-Mar-04	49343	28-Nov-04	Registered	AM General
AF	OPTIMIZER 6500	15727	16-Feb-04	15727	16-Feb-04	Registered	AM General LLC
AU	OPTIMIZER 6500	987545	04-Feb-04	987545	22-Mar-06	Registered	AM General LLC
BH	OPTIMIZER 6500	40699	11-Feb-04	40699	11-Feb-04	Registered	AM General LLC
CA	OPTIMIZER 6500	1205681	04-Feb-04	TMA726968	27-Oct-08	Registered	AM General LLC
CN	OPTIMIZER 6500	3907572	10-Feb-04	3907572	14-Feb-06	Registered	AM General LLC
EG	OPTIMIZER 6500	164569	07-Feb-04	164569	11-Jun-09	Registered	AM General LLC
EM	OPTIMIZER 6500	3657161	09-Feb-04	3657161	22-Jun-05	Registered	AM General LLC
GZ	OPTIMIZER 6500	9247	07-Feb-04	9247	01-Mar-06	Registered	AM General LLC
IL	OPTIMIZER 6500	170281	12-Feb-04	170281	07-May-06	Registered	AM General LLC
KW	OPTIMIZER 6500	68657	05-Feb-05	58885	05-Feb-05	Registered	AM General LLC
MX	OPTIMIZER 6500	641188	10-Feb-04	1012353	21-Nov-07	Registered	AM General LLC
OM	OPTIMIZER 6500	32544	14-Feb-04	32544	23-Apr-06	Registered	AM General LLC
QA	OPTIMIZER 6500	31650	15-Feb-04	31650	30-Jan-07	Registered	AM General LLC
SA	OPTIMIZER 6500	39975112	20-Mar-04	751188	18-Oct-04	Registered	AM General LLC
US	OPTIMIZER 6500	78/282,457	11-Aug-03	3204946	06-Feb-07	Registered	AM General LLC
ZA	OPTIMIZER 6500	2004/01602	06-Feb-04	2004/01602	27-Feb-08	Registered	AM General
AU	STRENGTH OF THE TEAM	1291082	25-Mar-09	1291082	03-Nov-09	Registered	AM General LLC
CA	STRENGTH OF THE TEAM	1432921	25-Mar-09	TMA773362	30-Jul-10	Registered	AM General LLC
CA	THE JLTV TEAM	1432960	26-Mar-09	TMA773422	30-Jul-10	Registered	AM General LLC
CA	TORQTRAC 4	1006435	24-Feb-99	TMA554798	3-Dec-01	Registered	AM General

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							LLC
CA	TT4/ABS	1006436	24-Feb-99	TMA563678	19-Jun-02	Registered	AM General LLC

Trade Names

Trade Name	Entity
AM General Corporation	AM General LLC
General Engine Products, Inc.	General Engine Products LLC
General Engine Products	General Engine Products LLC
GEP	General Engine Products LLC
Chippewa Corporation	Chippewa LLC
Chippewa	Chippewa LLC
AM General Sales	AM General Sales Corporation
TORQTRAC	AM General LLC

M998 SERIES

M966	WO/W
M996	WO/W
M997	WO/W
M998	WO/W
M1025	WO/W
M1026	W/W
M1035	WO/W
M1036	W/W
M1037	WO/W
M1038	W/W
M1042	W/W
M1043	WO/W
M1044	W/W
M1045	WO/W
M1046	W/W
M1097	WO/W

M998A1 SERIES

M966A1	WO/W
M996A1	WO/W
M997A1	WO/W
M998A1	WO/W
M1025A1	WO/W
M1026A1	W/W
M1035A1	WO/W
M1038A1	W/W
M1043A1	WO/W
M1044A1	W/W
M1045A1	WO/W
M1046A1	W/W
M1097A1	WO/W

M998A2 SERIES

M1113	M997A2	WO/W
M1114	M1025A2	WO/W
M1116	M1035A2	WO/W
M1121	M1043A2	WO/W
M1123	M1045A2	WO/W
M1151	M1097A2	WO/W
M1151A1		
M1151A1W/B1		
M1152		
M1152A1		
M1152A1W/B2		
M1165		
M1165A1		
M1165A1W/B3		
M1167		
M1069 Artillery Prime Mover		

Schedule C

Copyrights

1. Registration Number:	PA-606-239
Title:	Hummer.
Description:	Videocassette ; 1/2 in.
Claimant:	AM General
Created:	1992
Published:	8Oct92
Registered:	16Nov92
Title on © Application:	Hummer launch : national TV commercials.
Author on © Application:	Competitive Edge, employer for hire.
Miscellaneous:	C.O. corres.
Special Codes:	4/X/L

2. Registration Number:	TX-3-471-507
Title:	You should have seen the stork ; This baby can crawl ; Buy
In:	Wall Street Journal, Oct. 9, 1992, p. A3, etc.
Claimant:	AM General
Created:	1992
Published:	9Oct92
Registered:	12Nov92
Title on © Application:	Hummer launch: national newspaper ads.
Special Codes:	1/B/L

3. Registration Number:	TX-3-471-801
Title:	Take a peak.
Description:	2 p.
Note:	Advertisement.
Claimant:	AM General
Created:	1992
Published:	3Oct92
Registered:	12Nov92
Author on © Application:	entire text & photo: a Competitive edge, employer for hire.
Miscellaneous:	C.O. corres.
Special Codes:	1/B/D

4. Registration Number:	VA-914-658
Title:	Hummer emblem.
Description:	Art reproduction.
Author & Claimant:	AM General LLC (f.k.a. AM General Corporation)
Created:	1992

Published:	8May92
Registered:	17Sep98
Special Codes:	5/S