

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc.		09/29/2006	CORPORATION:

RECEIVING PARTY DATA	
Name:	AM General LLC
Street Address:	105 North Niles Ave.
City:	South Bend
State/Country:	INDIANA
Postal Code:	46617
Entity Type:	CORPORATION:
Name:	AM General Sales Corporation
Street Address:	105 North Niles Ave.
City:	South Bend
State/Country:	INDIANA
Postal Code:	46617
Entity Type:	CORPORATION:
Name:	Chippewa LLC
Street Address:	105 North Niles Ave.
City:	South Bend
State/Country:	INDIANA
Postal Code:	46617
Entity Type:	CORPORATION:
Name:	General Engine Products LLC
Street Address:	2000 Watkins Glenn Dr.
City:	Franklin
State/Country:	OHIO
Postal Code:	45005

CH \$315.00 78329296

Entity Type: CORPORATION:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78329296	HMMWV
Serial Number:	78335791	HMMWV
Serial Number:	76348472	HUMVEE
Serial Number:	78282457	OPTIMIZER 6500
Serial Number:	78504477	REX
Registration Number:	2748387	AM GENERAL
Registration Number:	2744276	AM GENERAL
Registration Number:	1697530	HUMVEE
Registration Number:	2683993	HUMVEE
Registration Number:	2305256	HUMVEE
Registration Number:	2435660	TORQTRAC 4
Registration Number:	2796430	TT4/ABS

CORRESPONDENCE DATA

Fax Number: (650)838-5136
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: emily.priest@shearman.com
Correspondent Name: Tina Patel
Address Line 1: Shearman & Sterling
Address Line 2: 1080 Marsh Rd.
Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	00048-00535
NAME OF SUBMITTER:	Tina Patel
Signature:	/tina patel/
Date:	10/02/2006

Total Attachments: 9
source=9-29-06 Citicorp-AM General IP Security Release#page1.tif
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL
PROPERTY**

This Termination and Release of Security Interest in Intellectual Property is entered into as of September 29, 2006 by and between CITICORP USA, INC. ("Citicorp"), located at 390 Greenwich Street, 1st Floor, New York, New York 10013 ("Collateral Agent"), as collateral agent under that certain Second Lien Intellectual Property Security Agreement dated as of August 10, 2004 ("IP Security Agreement") and that certain Second Lien Intellectual Property Supplement dated as of October 29, 2004 ("IP Security Agreement Supplement"), and AM GENERAL LLC, located at 105 North Niles Ave. South Bend, IN 46617, GENERAL ENGINE PRODUCTS LLC, located at 105 North Niles Ave. South Bend, IN 46617, AM GENERAL SALES CORPORATION, located at 105 North Niles Ave. South Bend, IN 46617, and CHIPPEWA LLC, located at 105 North Niles Ave. South Bend, IN 46617 ("Grantors").

WITNESSETH:

WHEREAS, Grantors and Collateral Agent are parties to the IP Security Agreement and the IP Security Agreement Supplement;

WHEREAS pursuant to the IP Security Agreement and IP Security Agreement Supplement, Grantors granted Collateral Agent a security interest in and to the Collateral (as defined in the IP Security Agreement) and Additional Collateral (as defined in the IP Security Agreement Supplement) including, without limitation, those certain issued patents and patent applications set forth in Schedule A (collectively, the "Patents"), which security interest was recorded in the United States Patent and Trademark Office on August 18, 2004 at Reel 015000 and Frame 0429; those certain registered trademarks and trademark applications set forth in Schedule B and goodwill related thereto (collectively, the "Trademarks"), which security interest was recorded in the Trademark Division of the United States Patent and Trademark Office on August 18, 2004 at Reel 002918 and Frame 0429 and on November 12, 2004 at Reel 002974 and Frame 0245; and those certain registered copyrights and copyright applications (collectively, the "Copyrights") set forth in Schedule C, which security interest was recorded in the U.S. Copyright Office on August 25, 2004 at volume number 3514, page number 347; and

WHEREAS, Grantors have satisfied their obligations under the IP Security Agreement and the IP Security Agreement Supplement and Collateral Agent now desires to terminate and release the entirety of its security interests, liens and encumbrances in the Collateral and Additional Collateral and restore all right, title and interest in and to such Collateral and Additional Collateral to Grantors.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, the Collateral Agent and Grantors hereby agree as follows:

1. The Collateral Agent hereby terminates and releases in its entirety its security interests, liens and encumbrances in the Collateral and Additional Collateral and hereby releases, discharges, quitclaims, relinquishes unto, and assigns to the Grantors any and all of its

right, title and interest, if any, in and to the Collateral and Additional Collateral, including, without limitation, all Patents, Trademarks (together with the goodwill symbolized therein) and Copyrights; all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by 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; 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; all rights corresponding thereto throughout the world; any and all proceeds 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 Collateral or Additional Collateral of or arising from any of the foregoing.

2. The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks and the Register of Copyrights to record this release.

3. This Termination and Release of Security Interest in Intellectual Property may be executed in 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.

4. This Termination and Release of Security Interest in Intellectual Property shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, each of the Collateral Agent and Grantors has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CITICORP USA, INC.

By: 

Name: Francesco A. DeVecchio

Title: Vice President

Address for Notices:

390 Greenwich Street, 1st Floor
New York, NY 10013

PATENTS

Country	Title	Application No.	Filing Date	Patent No.	Issue Date	Status
CA	Automated Vehicle Tire Pressurization System	494764	7-Nov-85	1245959	6-Dec-88	Granted
AT	Vehicle Wheel End Assembly	86305274.2	8-Jul-86	E73059	4-Mar-92	Granted
CA	Vehicle Wheel End Assembly	513188	7-Jul-86	1266423	6-Mar-90	Granted
EP	Vehicle Wheel End Assembly	0208540	8-Jul-86	0208540	4-Mar-92	Granted
FR	Vehicle Wheel End Assembly	86305274.2	8-Jul-86	0208540	4-Mar-92	Granted
DE	Vehicle Wheel End Assembly	86305274.2	8-Jul-86	P3684048.3	4-Mar-92	Granted
IT	Vehicle Wheel End Assembly	86305274.2	8-Jul-86	0208540	4-Mar-92	Granted
JP	Vehicle Wheel End Assembly	61-160673	8-Jul-86	2010952	2-Feb-96	Granted
JP	Vehicle Wheel End Assembly	02-207957	6-Aug-90	2740341	23-Jan-98	Granted
SE	Vehicle Wheel End Assembly	86305274.2	8-Jul-86	0208540	4-Mar-92	Granted
GB	Vehicle Wheel End Assembly	86305274.2	8-Jul-86	0208540	4-Mar-92	Granted
US	Vehicle Wheel End Assembly	752576	8-Jul-85	4730656	15-Mar-88	Granted
US	Vehicle Wheel End Assembly	750436	20-Aug-91	5236028	17-Aug-93	Granted
US	Vehicle Wheel End Assembly	088229	6-Jul-93	5354391	11-Oct-94	Granted
US	Vehicle Wheel End Assembly	316625	30-Sep-94	5535516	16-Jul-96	Granted
US	Vehicle Wheel End Assembly	712420	18-Mar-85	4733707	29-Mar-88	Granted

TRADEMARKS

I. Trademarks

Country	Trademark Name	Application No.	Filing Date	Registration No.	Reg. Date	Status
US	AM GENERAL	76/348,470	13-Dec-01	2,748,387	5-Aug-03	Registered
US	AM GENERAL	76/348,471	13-Dec-01	2,744,276	29-Jul-03	Registered
US	HMMWV	78/329,296	18-Nov-03			Pending
US	HMMWV	78/335,791	3-Dec-03			Pending
AR	HUMVEE	1831311	27-Jan-92	1478793	29-Oct-93	Registered
AR	HUMVEE	2203255	23-Feb-99	1788967	14-Apr-00	Registered
AR	HUMVEE	2261025	6-Jan-00	1831286	28-May-01	Registered
AU	HUMVEE	784959	8-Feb-99	784959	19-Nov-99	Registered
AU	HUMVEE	571224	23-Jan-92	A571224	29-Mar-95	Registered
AU	HUMVEE	764815	15-Jun-98	764815	16-Nov-98	Registered
AU	HUMVEE	828600	21-Mar-00	828600	18-Aug-00	Registered
AU	HUMVEE	841959	10-Jul-00	841959	15-Dec-00	Registered
BH	HUMVEE	15859	6-Jan-93	15859	2-Feb-94	Registered
BR	HUMVEE	821421387	18-Feb-99	821421387	6-Aug-02	Registered
BR	HUMVEE	816630895	20-Feb-92	816630895	9-Nov-93	Registered
BR	HUMVEE	822469120	23-Feb-00			Published
CA	HUMVEE	1004404	5-Feb-99	TMA542411	15-Mar-01	Registered
CA	HUMVEE	697449	23-Jan-92	TMA430937	29-Jul-94	Registered
CA	HUMVEE	881228	15-Jun-98	TMA526584	13-Apr-00	Registered
CH	HUMVEE	1200/99	10-Feb-99	463515	30-Aug-99	Registered
CH	HUMVEE	00115/2000	6-Jan-00	473866	27-Jul-00	Registered
CL	HUMVEE	448537	11-May-99	552751	11-Nov-99	Registered
CL	HUMVEE	471783	3-Jan-00	570464	21-Jun-00	Registered
CN	HUMVEE	9900018720	23-Feb-99	1396077	14-May-00	Registered
CN	HUMVEE	92011113	20-Mar-92	630617	20-Feb-93	Registered
CN	HUMVEE	2000061894	9-May-00	1601939	14-Jul-01	Registered
CN	HUMVEE	2000102468	12-Jul-00	1629105	7-Sep-01	Registered
CO	HUMVEE	99-080754	27-Dec-99	229885	29-Sep-00	Registered
DE	HUMVEE	51799/12	1-Feb-92	2049474	12-Nov-93	Registered
ES	HUMVEE	1686807	26-Feb-92	1686807	6-Mar-95	Registered
EU	HUMVEE	1067107	5-Feb-99	1067107	25-May-00	Registered

Country	Trademark Name	Application No.	Filing Date	Registration No.	Reg. Date	Status
EU	HUMVEE	1749233	10-Jul-00	1749233	13-Sep-01	Registered
EU	HUMVEE	850362	15-Jun-98	850362	23-Sep-99	Registered
FR	HUMVEE	92/406364	19-Feb-92	92406364	19-Feb-92	Registered
GB	HUMVEE	1489059	27-Jan-92	1489059	12-Mar-93	Registered
HK	HUMVEE	200000570	11-Jan-00	30/2001	3-Jan-01	Registered
IL	HUMVEE	82212	28-Jan-92	T/82212	28-Jan-92	Registered
IN	HUMVEE	566509	30-Jan-92	566509	15-Feb-00	Registered
IT	HUMVEE	RM92C/000478	7-Feb-92	637187	19-Dec-94	Registered
JO	HUMVEE	300774	15-Feb-93	31598	15-Feb-93	Registered
JP	HUMVEE	10-050621	15-Jun-98	4625698	29-Nov-02	Registered
JP	HUMVEE	04-008142	30-Jan-92	2624411	28-Feb-94	Registered
JP	HUMVEE	28248/2000	22-Mar-00	4444220	5-Jan-01	Registered
KR	HUMVEE	92-1744	24-Jan-92	262811	14-May-93	Registered
KW	HUMVEE	26820	25-Apr-93	24529	25-Sep-95	Registered
MX	HUMVEE	367082	11-Mar-99	638512	11-Mar-99	Registered
MX	HUMVEE	134270	5-Mar-92	431060	16-Feb-93	Registered
MX	HUMVEE	408415	28-Jan-00	667747	28-Jan-00	Registered
MX	HUMVEE	419047	3-Apr-00	665770	3-Apr-00	Registered
MX	HUMVEE	435857	12-Jul-00	677072	12-Jul-00	Registered
MX	HUMVEE	435858	12-Jul-00	677073	12-Jul-00	Registered
MY	HUMVEE	99/13523	29-Dec-99	99013523	23-Dec-02	Registered
NL	HUMVEE	D-3783	2-Oct-01	8410	8-Jun-92	Registered
NO	HUMVEE	199901412	11-Feb-99	198.418	15-Jul-99	Registered
NO	HUMVEE	199913486	30-Dec-99	203.692	13-Jul-00	Registered
NZ	HUMVEE	305004	11-Feb-99	305004	12-Nov-99	Registered
NZ	HUMVEE	606167	5-Jan-00	606167	6-Jul-00	Registered
NZ	HUMVEE	618541	12-Jan-00	618541	18-Jan-01	Registered
NZ	HUMVEE	618542	12-Jan-00	618542	18-Jan-01	Registered
OM	HUMVEE	8310	28-Mar-93	8310	10-Apr-01	Registered
PA	HUMVEE	99529	19-Mar-99	099529	19-Mar-99	Registered
PH	HUMVEE	420030001566	19-Feb-03			Pending
PO	HUMVEE	33313	11-Aug-93	33313	7-Feb-94	Registered
PY	HUMVEE	3996-2000	24-Feb-00	233274	20-Mar-01	Registered
QA	HUMVEE	12014	15-Jun-94	12014	14-May-01	Registered

Country	Trademark Name	Application No.	Filing Date	Registration No.	Reg. Date	Status
SA	HUMVEE	290/82	23-Aug-93	290/82	23-Aug-93	Registered
SE	HUMVEE	92-00959	31-Jan-92	240308	18-Sep-92	Registered
SG	HUMVEE	T99/01194B	11-Feb-99	TM99/01194B	11-Feb-99	Registered
SG	HUMVEE	T99/15625H	30-Dec-99	T99/15625H	30-Dec-99	Registered
TW	HUMVEE	88014417	1-Apr-99	899430	1-Aug-00	Registered
TW	HUMVEE	87028795	15-Jun-98	854307	1-Jun-99	Registered
TW	HUMVEE	81057724	20-Nov-92	614456	1-Oct-93	Registered
TW	HUMVEE	89014835	21-Mar-00	941521	16-May-01	Registered
TW	HUMVEE	89039991	12-Jul-00	931987	16-Feb-01	Registered
US	HUMVEE	74/201,142	6-Sep-91	1,697,530	30-Jun-92	Registered
US	HUMVEE	75/638,895	10-Feb-99	2,683,993	4-Feb-03	Registered
US	HUMVEE	75/405,167	15-Dec-97	2,305,256	4-Jan-00	Registered
US	HUMVEE	76/348,472	13-Dec-01			Pending
VE	HUMVEE	5415-1999	31-Mar-99	P226644	2-Nov-99	Registered
VE	HUMVEE	22010-1999	23-Dec-99	P225059	28-Sep-00	Registered
ZA	HUMVEE	92/0709	30-Jan-92	92/0709	30-Jan-92	Registered
SG	HUMVEE (Chinese Characters)	T02/08531H	11-Jun-02	T02/08531H	11-Jun-02	Registered
SG	HUMVEE (Chinese Characters)	T00/18806C	27-Oct-00	T00/18806C	27-Oct-00	Registered
TW	HUMVEE (Chinese Characters)	89024914	5-May-00	941956	16-May-01	Registered
TW	HUMVEE (Chinese Characters)	89024913	5-May-00	946445	16-Jun-01	Registered
AE	OPTIMIZER 6500	59514	22-Mar-04			Pending
AU	OPTIMIZER 6500	987545	04-Feb-04			Pending
BH	OPTIMIZER 6500	40699	11-Feb-04			Pending
CA	OPTIMIZER 6500	1205681	04-Feb-04			Pending
CN	OPTIMIZER 6500	3907572	10-Feb-04			Pending
EG	OPTIMIZER 6500	164569	07-Feb-04			Pending
EU	OPTIMIZER 6500	3657161	09-Feb-04			Pending
GZ	OPTIMIZER 6500	9247	07-Feb-04			Pending
IL	OPTIMIZER 6500	170281	12-Feb-04			Pending

Country	Trademark Name	Application No.	Filing Date	Registration No.	Reg. Date	Status
MX	OPTIMIZER 6500	641188	10-Feb-04			Pending
OM	OPTIMIZER 6500	32544	14-Feb-04			Pending
QT	OPTIMIZER 6500	31650	15-Feb-04			Pending
RU	OPTIMIZER 6500	2004702207	06-Feb-04			Pending
SA	OPTIMIZER 6500	88362	20-Mar-04			Pending
US	OPTIMIZER 6500	78/282,457	11-Aug-03			Pending
ZA	OPTIMIZER 6500	2004/01602	06-Feb-04			Pending
AU	TORQTRAC 4	286523	24-Feb-99	786523	31-Aug-98	Registered
BR	TORQTRAC 4	821442376	25-Feb-99	821442376	3-Sep-02	Registered
CA	TORQTRAC 4	1006435	24-Feb-99	554798	3-Dec-01	Registered
EG	TORQTRAC 4	121663	25-Feb-99			Published
EU	TORQTRAC 4	1087212	24-Feb-99	1087212	31-Jan-03	Registered
JP	TORQTRAC 4	17334/1999	26-Feb-99	4414072	1-Sep-00	Registered
KR	TORQTRAC 4	1999-0005817	26-Feb-99	464645	9-Feb-00	Registered
AF	OPTIMIZER 6500			15727	16-Feb-04	Registered
MX	TORQTRAC 4	365491	1-Mar-99	619455	1-Mar-99	Registered
SA	TORQTRAC 4	48161	24-Feb-99	497/42	2-Oct-99	Registered
US	TORQTRAC 4	75/545,583	31-Aug-98	2,435,660	13-Mar-01	Registered
AU	TT4/ABS	786522	24-Feb-99	786522	24-Feb-99	Registered
BR	TT4/ABS	8214442384	25-Feb-99			Pending
CA	TT4/ABS	1006436	24-Feb-99	563,678	19-Jun-02	Registered
EG	TT4/ABS	124712	20-Jun-99			Published
EU	TT4/ABS	1087279	24-Feb-99	1087279	20-Aug-01	Registered
KR	TT4/ABS	1999-0005818	26-Feb-99	464646	9-Feb-00	Registered
MX	TT4/ABS	365490	1-Mar-99	619454	16-May-99	Registered
SA	TT4/ABS	48160	24-Feb-99	497/43	2-Oct-99	Registered
US	TT4/ABS	75/545,582	31-Aug-98	2,796,430	23-Dec-03	Registered
US	REX	78/504,477	22-Oct-04			Pending

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 Corporation
Created:	1992
Published:	8May92
Registered:	17Sep98
Special Codes:	5/S