

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGM AUTOMOTIVE, LLC		01/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	1445 Ross Avenue, Suite 4900		
Internal Address:	Attention: Mr. Kirk Wolverton, Director		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	BANKING CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4138414	ORIGINATIVITY	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-467-8800		
Email:	jspiantanida@vorys.com, dharcher@vorys.com		
Correspondent Name:	VORYS, SATER, SEYMOUR & PEASE LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Tanya Marie Curcio		
Address Line 4:	Columbus, OHIO 43216		
ATTORNEY DOCKET NUMBER:	005252-883/1707/AMDRESTTM		
NAME OF SUBMITTER:	Julie S. Piantanida		

Signature:	/julie piantanida/
Date:	03/06/2014
Total Attachments: 12 source=A R Trademark Security Agreement#page1.tif source=A R Trademark Security Agreement#page2.tif source=A R Trademark Security Agreement#page3.tif source=A R Trademark Security Agreement#page4.tif source=A R Trademark Security Agreement#page5.tif source=A R Trademark Security Agreement#page6.tif source=A R Trademark Security Agreement#page7.tif source=A R Trademark Security Agreement#page8.tif source=A R Trademark Security Agreement#page9.tif source=A R Trademark Security Agreement#page10.tif source=A R Trademark Security Agreement#page11.tif source=A R Trademark Security Agreement#page12.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 31, 2014 (the "Effective Date"), is entered into by and between **AGM AUTOMOTIVE, LLC**, a Delaware limited liability company ("Debtor") and successor by conversion to AGM Automotive, Inc., a Michigan corporation, whose principal place of business and mailing address is 1708 Northwood Drive, Troy, Michigan 48084, and **FIFTH THIRD BANK**, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors (as defined in the Credit Agreement, as defined below) ("Agent"). Debtor hereby grants to Agent, for the benefit of the Secured Creditors, a continuing security interest in and to, and Lien on, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. Debtor and Agent hereby further agree as follows:

1. SECURED OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment in cash and performance of the "Obligations", as that term is defined in the Amended and Restated Credit Agreement dated of even date herewith among Debtor, Agent, the LC Issuer (as defined therein) and the Lenders from time to time party thereto (as the same may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement").

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the "Trademark Collateral") comprises collectively: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark registrations and applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement, collectively, as "Trademark License Rights"); and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the New York UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the New York UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein, "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time; and "New York UCC" means the Uniform Commercial Code, as adopted in New York, as amended or superseded from time to time.

4. LICENSES:

Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a "Trademark License") (other than in the ordinary course of Business consistent with past custom and practice) without the prior written consent of Agent, which consent may be granted or withheld by Agent in accordance with this Section 4, and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement. Agent shall not withhold its consent to a Trademark License if: (i) such Trademark License is reasonably necessary or appropriate in the ordinary course of Debtor's Business and (ii) no Event of Default has occurred and is continuing.

5. REPRESENTATIONS AND WARRANTIES:

To induce the Secured Creditors to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents to each Secured Creditor that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Credit Agreement is required to be, or is deemed to be, remade pursuant thereto, true:

(a) Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or otherwise have the right to grant a security interest in the Trademark Collateral, in each case free from any Lien or license except (i) for the security interest hereby granted or as otherwise disclosed on Schedule I, (ii) to the extent, if any, of Permitted Liens, and (iii) to the extent of any license expressly permitted by this Agreement;

(b) Set forth in Schedule I is a complete and accurate list of all United States federally-registered Trademarks and Trademark Licenses owned by Debtor or in which Debtor has any rights;

(c) Debtor has full right to grant the security interest hereby granted;

(d) Each United States federally-registered Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and, to Debtor's Knowledge, each application for a trademark and service mark registration is valid, registered or registrable and enforceable. There have been no prior uses of any item of the Trademark Collateral, to Debtor's Knowledge, which would reasonably be expected to lead to such item

becoming invalid or unenforceable, including to Debtor's Knowledge, prior unauthorized uses by third Persons and uses which were not supported by the goodwill of the business connected with such item;

(e) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademark Collateral except as expressly permitted by Section 4 or as otherwise disclosed on Schedule I;

(f) Reasonable and proper statutory notice has been used in all material respects in connection with the use of each United States federally-registered Trademark;

(g) To Debtor's Knowledge, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights and, to Debtor's Knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, could reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(h) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor, or (ii) for the perfection of or the exercise by Agent of its rights and remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS: Until the Termination of this Agreement has occurred in accordance with Section 9(k):

(a) Debtor will furnish to Agent upon Agent's reasonable request, no more frequently than twice per Fiscal Year unless an Event of Default has occurred and is continuing, a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Agent may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Agent shall require for the purpose of confirming and perfecting Agent's security interest in any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any United States federally-registered Trademark License Rights or United States federally-registered Trademarks which is not now identified in Schedule I: (i) Debtor will give prompt written notice to Agent, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Debtor authorizes Agent to modify this Agreement by amending Schedule I to include any Trademarks

and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each United States federally-registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings or the foreign equivalents thereof. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other United States federally-registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral or abandon any right to file an application for Trademark registration, or (ii) abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of Debtor's or its Affiliates' businesses;

(d) Debtor will notify Agent immediately in writing (i) of any information which Debtor has received, or of which Debtor otherwise has Knowledge, which could reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of the Secured Creditors with respect thereto, and (ii) when Debtor has Knowledge: (A) that any item of the Trademark Collateral material to its business may become abandoned or dedicated; (B) of any adverse determination or any development (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral material to its business; or (C) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights;

(e) Debtor will promptly notify Agent should Debtor have Knowledge that any item of the Trademark Collateral material to its business is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other commercially reasonable actions under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral except as expressly permitted by this Agreement or the Credit Agreement; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I or as otherwise expressly permitted by the Credit Agreement; or (iii) take any other action in connection with any of the items of Trademark Collateral that could reasonably be expected to materially impair the value of the interests or rights of Debtor or the Secured Creditors in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each United States federally-registered Trademark in its business; and

(h) Debtor will pay all reasonable expenses and attorneys' fees incurred by Agent in the exercise (including enforcement) of its rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral.

7. POWER OF ATTORNEY: Debtor hereby makes, constitutes and appoints Agent (with full power of substitution) its true and lawful attorney in fact to act with respect to the Trademark Collateral in any transaction, legal proceeding, or other matter in which Agent is acting pursuant to this Agreement. Debtor specifically authorizes Agent as its true and lawful attorney in fact: (a) to execute and/or authenticate on Debtor's behalf, after Debtor's failure to so act after Agent's reasonable written request therefor, and/or file financing statements reflecting Agent's security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (b) to record the security interest in any and all Trademark Collateral in favor of Agent with the United States Patent and Trademark Office (and each other applicable governmental authority), and (c) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Agent's name (or the name of any nominee), or (iii) otherwise to enforce the rights of the Secured Creditors with respect to any of the Trademark Collateral. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(k) of this Agreement.

8. DEFAULT:

(a) If an Event of Default occurs and is continuing, then, in any such event, Agent may, at Agent's option and without further notice to Debtor except as expressly provided in the Credit Agreement or the other Loan Documents, resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Agent's name or in the name of any nominee of Agent; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Agent and make the documents available to Agent at a place to be designated by Agent; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of the Secured Creditors under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at

public or private sale, and Debtor will, after Payment in Full of the Obligations, be credited with the net proceeds of such sale only when they are actually received by Agent. Any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of such Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Agent or its designee Debtor's (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Agent may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Agent or any other Secured Creditor to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that no Secured Creditor shall have any obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require any Secured Creditor to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. No Secured Creditor's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of any Secured Creditor shall inure to the benefit of its successors, assigns and affiliates, and all obligations of Debtor shall bind its successors and assigns.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of New York (without regard to New York conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Agent to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Agent at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Agent at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Agent as secured party. Agent is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or, upon the occurrence and during the continuance of an Event of Default, to enforce the security interest granted to Agent in the Trademark Collateral.

(f) The Secured Creditors shall have no duty of care with respect to the Trademark Collateral except that a Secured Creditor shall exercise reasonable care with respect to the Trademark Collateral in such Secured Creditor's custody. Each Secured Creditor shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which such Secured Creditor accords its own property or (ii) such Secured Creditor takes such action with respect to the Trademark Collateral as Debtor shall reasonably request in writing. No Secured Creditor will be deemed to have, and nothing in this subparagraph (f) may be construed to deem that any Secured Creditor has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) such Secured Creditor failed to comply with any request of Debtor or (B) such Secured Creditor failed to take steps to preserve rights against any Persons in such property. Debtor agrees that no Secured Creditor has any obligation to take steps to preserve rights against any prior parties.

(g) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the

plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Agent's Lien on, the "Collateral" as defined in the Borrower Security Agreement or Secured Creditors' rights or remedies respecting such "Collateral". Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Agent under the Borrower Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Agent.

(h) EACH SECURED CREDITOR AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Agent does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Agent's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Agent's judgment, exercised in good faith, providing the Secured Creditors with the greater rights, remedies, powers, privileges, or benefits will control.

(j) Debtor recognizes that, in the event that Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to the Secured Creditors; therefore, Debtor agrees that the Secured Creditors, if they so request, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(k) This Agreement will automatically terminate ("Termination") on the Payment in Full of the Obligations. Upon such Termination, the Lien on the Trademark Collateral granted hereunder shall automatically be released without further action of the Secured Creditors, and Agent will, promptly upon Debtor's request and at Debtor's expense, execute and deliver to Debtor a release of the Lien granted to Agent hereunder on the Trademark Collateral or similar instrument of re-conveyance prepared by Agent and deliver UCC termination statements or the like with respect to the Lien granted to Agent hereunder on the Trademark Collateral.

(l) As between Agent and the other Secured Creditors: (i) Agent will hold all items of the Trademark Collateral at any time received under this Agreement in accordance with the terms of this Agreement, the Credit Agreement and the other Loan Documents, as applicable, and (ii) by accepting the benefits of this Agreement, each Lender and the LC Issuer acknowledge and agree that (A) the obligations of Agent as holder of the Trademark Collateral and any interests therein and with respect to any disposition of any of the Trademark Collateral or any interests therein are only those obligations expressly set forth in this Agreement, the Credit Agreement, and the other Loan Documents, as applicable, and (B) this Agreement may be

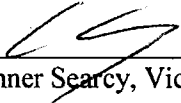
enforced only by the action of Agent and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement, it being understood and agreed that such rights and remedies may be exercised by Agent upon the terms of this Agreement, the Credit Agreement, and the other Loan Documents, as applicable. As between Debtor and Agent, Agent shall be conclusively presumed to be acting as agent for the Secured Creditors with full and valid authority to so act or refrain from acting.

(m) Prior to the Effective Date, Debtor (through its predecessor AGM Automotive, Inc., a Michigan corporation) and Existing Lender entered into that certain Trademark Security Agreement dated as of April 23, 2013 (together with all prior amendments thereto and/or restatements thereof, if any, the "Existing Trademark Security Agreement"). On and after the Effective Date, the Existing Trademark Security Agreement is hereby amended and restated in its entirety by this Agreement, and this Agreement and the other Loan Documents to which Debtor is a party will govern the present relationship among Debtor and the Secured Creditors with respect to the subject matter hereof. Debtor hereby further ratifies and reaffirms any and all grants of Liens by it to Agent (as assignee of the Existing Lender and for the benefit of the Secured Creditors) on the Trademark Collateral as security for the Secured Obligations, and Debtor acknowledges and confirms that the grants of the Liens by it to Agent on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens. References in any of the Loan Documents to the Existing Trademark Security Agreement shall, on and after the Effective Date, be deemed to be references to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

AGM AUTOMOTIVE, LLC

By: 
Conner Searcy, Vice President

FIFTH THIRD BANK, as Agent

By: _____
Kirk Wolverton, Vice President

SIGNATURE PAGE TO
AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT


TRADEMARK
REEL: 005232 FRAME: 0094

IN WITNESS WHEREOF, Agent and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

AGM AUTOMOTIVE, LLC

By: _____
Conner Searcy, Vice President

FIFTH THIRD BANK, as Agent

By: 
Kirk Wolverson, Vice President

SIGNATURE PAGE TO
AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

TRADEMARK

REF: 005222 FRAME: 0005

SCHEDULE I

U.S. FEDERALLY-REGISTERED TRADEMARKS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
ORIGINATIVITY	85/415,685	09-06-2011	4,138,414	05-08-2012

TRADEMARK LICENSES

None.