

Form PTO-1594
1-31-92



U.S DEPARTMENT OF COMMERCE
Patent and Trademark Office

101528961

ET

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Rover Group Limited

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

2. Name and address of receiving party(ies)
Name: Bayerische Motoren Werke Aktiengesellschaft

Street Address: Petuelring 130
BWM Haus
D-800 München 40, Germany

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation
 Other

Additional name(s) of conveying party(ies) attached?
 yes no

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?
 yes no

Execution Date: April 28, 2000

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark registration No(s).

75/257,662 75/374,291 75/374,290 2,376,477 2,245,498 2,242,936 747,522

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Donald D. Evenson, Esquire
Evenson, McKeown, Edwards & Lenahan, P.L.L.C.
1200 G Street, N. W., Suite 700
Washington, D. C. 20005-3814

6. Total number of applications and registrations involved: 7

7. Total Fee (37 CFR 3.41): \$190.00
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 05-1323
 Authorized to be charged to Deposit Account

8. Deposit Account No. 05-1323
(Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Donald D. Evenson 26,160
Name of Person Signing

Donald D. Evenson
Signature

October 24, 2000
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENT: 11

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

11/27/2000 00000098 75257662

01 FC:481
02 FC:482

40.00 OP
150.00 OP

TRADEMARK
REEL: 002181 FRAME: 0885

Beglaubigte Abschrift

Dated 28 April 2000

ROVER GROUP LIMITED (1)
and
BAYERISCHE MOTOREN WERKE AG (2)

TRADE MARK ASSIGNMENT

Norton Rose

THIS ASSIGNMENT is dated

28 April

2000 and

BETWEEN:

- (1) **ROVER GROUP LIMITED** a company incorporated under the laws of England and Wales with company number 1595268 and whose registered office is at Warwick Technology Park, Warwick CV34 6RG (the "Assignor")
- (2) **BAYERISCHE MOTOREN WERKE AG** a company incorporated in Germany whose principal office is at Petuelring 130 BMW Haus D-800 München 40, Germany (the "Assignee").

WHEREAS:

- (A) the Assignor is the proprietor or is entitled to be registered as the proprietor of the trade marks registered or the subject of applications for registration short particulars of which are set out in the Schedule (the "Trade Marks"); and
- (B) pursuant to a Sale and Purchase Agreement between the parties of even date hereof (the "Sale and Purchase Agreement") the Assignor has agreed to assign all its rights, title and interest in and to the Trade Marks to the Assignee for the consideration mentioned below.

NOW IT IS HEREBY AGREED as follows:

- 1 In this Assignment all capitalised terms have the same definition as those defined in the Sale and Purchase Agreement unless otherwise defined in this Agreement.
- 2 In consideration of the payment by the Assignee to the Assignor of the Purchase Price for the Trade Marks and other assets transferred to the Assignee pursuant to the Sale and Purchase Agreement (to be apportioned among such assets in accordance with clause 3.3 of the Sale and Purchase Agreement) (receipt of which is acknowledged), the Assignor HEREBY ASSIGNS with full title guarantee to the Assignee absolutely all its rights, title and interest in and to the Trade Marks including the benefit of the applications for registration with the intention that if the applications are granted the registrations will vest in the Assignee and any common law rights and all the goodwill attaching to the Trade Marks.
- 3 This Assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights in the Trade Marks whether taking place before or after the date of this Assignment). The Assignor agrees and undertakes to provide to the Assignee (at its request) all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks and the Assignee shall indemnify the Assignor in respect of all costs and expenses

(including reasonable legal costs) actually incurred by it in providing the Assignee with such assistance.

- 4 The Assignor shall at the Assignee's cost and expense execute all such documents and render all such assistance as the Assignee may reasonably request from time to time for the purpose of perfecting the Assignee's title to the Trade Marks including without limitation making applications to register the Assignee as the proprietor of the Trade Marks.
- 5 This Assignment shall be governed by and construed in accordance with English law and the parties irrevocably agree that the courts of England are to have exclusive jurisdiction to any disputes which arise out of or in connection with this Agreement.

IN WITNESS WHEREOF this Agreement has been entered into on the day and year first above written.

Schedule
Trade Marks

Report 3 - TM - Listing b, Trademark, Country

TMID	Trademark	Country	Registered Owner	Classes	App No/ App Date	Reg No/ Reg Date	Status	Next Renewal
4023	Mini & Wings Logo	United Arab Emirates	Rover Group Limited	37	21872 28-Mai-1997	CTM497453	PEN	000497453 REG 18-Mrz-2007
3776-GB	Mini & Wings Logo	United Kingdom	Rover Group Limited	2, 3, 4, 6, 7, 8, 9, 11, 12, 14, 16, 17, 18, 20, 21, 22, 24, 25, 26, 27, 28, 34, 36, 37, 39, 42	18-Mrz-1997	18-Mrz-1997		
3937	Mini & Wings Logo	United States of America	Rover Group Limited	8, 9, 11, 12, 14, 16, 18, 21, 25, 27, 28, 34, 36, 37, 39				75/257662 PEN
4180	Mini & Wings Logo	Uruguay	Rover Group Limited	12	294127 18-Mrz-1997		PEN	
4005	Mini & Wings Logo	Uruguay	Rover Group Limited	16, 18, 25, 37	294126 18-Mrz-1997		PEN	
3993	Mini & Wings Logo	Venezuela	Rover Group Limited	37	5006-97 18-Mrz-1997		PEN	
3991	Mini & Wings Logo	Venezuela	Rover Group Limited	18	5010-97 18-Mrz-1997		PEN	
3990	Mini & Wings Logo	Venezuela	Rover Group Limited	16	5009-97 18-Mrz-1997		PEN	
3989	Mini & Wings Logo	Venezuela	Rover Group Limited	12	5012-97 18-Mrz-1997		PEN	
3992	Mini & Wings Logo	Venezuela	Rover Group Limited	25	5011-97 18-Mrz-1997		PEN	
4012	Mini & Wings Logo	Yugoslavia	Rover Group Limited	12, 37	Z-33297 14-Mrz-1997	42832 05-Jul-1989	REG	14-Mrz-2007 ¹

Report 3 - TM - Listing by Trademark, Country

TMID	Trademark	Country	Registered Owner	Classes	App No/ App Date	Reg No/ Reg Date	Status	Next Renewal
4465	MINI COOPER	United Arab Emirates	Rover Group Limited	12	23935 15-Oct-1997		PEN	
4440-GB	MINI COOPER	United Kingdom	Rover Group Limited	6, 7, 8, 9, 11, 12, 14, 16, 18, 21, 25, 28, 27, 28, 34		CTM653881	CTM000653881	REG 03-Oct-2007
2149	MINI COOPER	United Kingdom	Rover Group Limited	28	1563547 25-Feb-1994	1563547 25-Feb-1994	REG	25-Feb-2001
2148	MINI COOPER	United Kingdom	Rover Group Limited	25	1563546 25-Feb-1994	1563546 25-Feb-1994	REG	25-Feb-2001
2049	MINI COOPER	United Kingdom	Rover Group Limited	12	1549115 30-Sep-1993	1549115 30-Sep-1993	REG	30-Sep-2000
2147	MINI COOPER	United Kingdom	Rover Group Limited	9	1563545 25-Feb-1994	1563545 25-Feb-1994	REG	25-Feb-2001
4578	MINI COOPER	United States of America	Rover Group Limited	12	75436027 18-Feb-1998		PEN	
4234	MINI COOPER	United States of America	Rover Group Limited	8	75374291 16-Oct-1997		PEN	
4232	MINI COOPER	United States of America	Rover Group Limited	14, 16, 18, 34	75336010 08-Aug-1997	2245498 18-Mai-1999	REG	18-Mai-2009
4233	MINI COOPER	United States of America	Rover Group Limited	9, 25, 28	75374290 16-Oct-1997		PEN	
4513	MINI COOPER	Uruguay	Rover Group Limited	16, 18, 25	299146 24-Oct-1997		PEN	
2057	MINI COOPER	Uruguay	Rover Group Limited	12	281937 11-Oct-1995		PEN	

Report 3 - TM - Listing by Trademark, Country

TMID	Trademark	Country	Registered Owner	Classes	App No/ App Date	Reg No/ Reg Date	Status	Next Renewal
4564-ES	OXFORD LEATHER	Spain	Rover Group Limited	12	CTM748467 11-Feb-1998	000748467 17-Jun-1999	REG	11-Feb-2008
4564-SE	OXFORD LEATHER	Sweden	Rover Group Limited	12	CTM748467 11-Feb-1998	000748467 17-Jun-1999	REG	11-Feb-2008
4564-GB	OXFORD LEATHER	United Kingdom	Rover Group Limited	12	CTM748467 11-Feb-1998	000748467 17-Jun-1999	REG	11-Feb-2008
773	PRINCESS	United Kingdom	Rover Group Limited	12		1046176 08-Mai-1975	REG	08-Mai-2006
1359	QUEST	France	Rover Group Limited	12		1546548 14-Mrz-1989	REG	14-Mrz-1999
4544	RACING GREEN	France	Rover Group Limited	12	98713522 19-Jan-1998	98713522 19-Jan-1998	REG	19-Jan-2008
2570	RILEY	United States of America	Rover Group Limited	12	74643476 08-Mrz-1995	2242936 04-Mai-1999	REG	04-Mai-2009
4781-AT	Riley in Diamond Logo	Austria	British Motor Heritage Limited	12, 16, 28	914572 20-Aug-1998	914572 10-Feb-2000	REG	20-Aug-2008
4781-BX	Riley in Diamond Logo	Benelux	British Motor Heritage Limited	12, 16, 28	914572 20-Aug-1998	914572 10-Feb-2000	REG	20-Aug-2008
4781	Riley in Diamond Logo	Community Trademark	British Motor Heritage Limited	12, 16, 28	914572 20-Aug-1998	914572 10-Feb-2000	REG	20-Aug-2008
4781-DK	Riley in Diamond Logo	Denmark	British Motor Heritage Limited	12, 16, 28	914572 20-Aug-1998	914572 10-Feb-2000	REG	20-Aug-2008
4781-FI	Riley in Diamond Logo	Finland	British Motor Heritage Limited	12, 16, 28	914572 20-Aug-1998	914572 10-Feb-2000	REG	20-Aug-2008
4781-FR	Riley in Diamond Logo	France	British Motor Heritage Limited	12, 16, 28	914572 20-Aug-1998	914572 10-Feb-2000	REG	20-Aug-2008

Report 1 - TM - Listing by Trademark

TMID	Trademark	Country	Registered Owner	Classes	App No/ App Date	Reg No/ Reg Date	Status	Next Renewal
776	ROVER	United Kingdom	Rover Group Limited	12		699166 21-Jun-1951	REG	21-Jun-2000
1593	ROVER	United Kingdom	Rover Group Limited	37	1457190 19-Feb-1991	1457190 19-Feb-1991	REG	19-Feb-2008
1592	ROVER	United Kingdom	Rover Group Limited	27	1457189 19-Feb-1991	1457189 19-Feb-1991	REG	19-Feb-2008
1590	ROVER	United Kingdom	Rover Group Limited	18	1457187 19-Feb-1991	1457187 19-Feb-1991	REG	19-Feb-2008
1588	ROVER	United Kingdom	Rover Group Limited	14	1457185 19-Feb-1991	1457185 19-Feb-1991	REG	19-Feb-2008
1589	ROVER	United Kingdom	Rover Group Limited	16	1457186 19-Feb-1991	1457186 19-Feb-1991	REG	19-Feb-2008
774	ROVER	United Kingdom	Rover Group Limited	6, 7, 8, 9, 11, 12, 16, 17, 20, 21, 26		286088 11-Sep-1906	REG	11-Sep-2004
4850	ROVER	United Kingdom	Rover Group Limited	25	2177402 16-Sep-1998		PEN	
818	ROVER	United States of America	Rover Group Limited	19		747522 02-Apr-1963	REG	02-Apr-2003
1731	ROVER	Uruguay	Rover Group Limited	12	06-Nov-1991		PEN	
2423	ROVER	Uruguay	Rover Group Limited	37	274686 20-Dec-1994	274686 23-Okt-1998	REG	23-Okt-2006
2139	ROVER	Uzbekistan	Rover Group Limited	12	MBGU9301206.3 20-Dec-1993	3618 20-Dec-1993	REG	20-Dec-2003

SIGNED by)
for and on behalf of)
ROVER GROUP LIMITED)

Monie King
Solicitor
London EC3.

John v. Hayward

SIGNED by)
for and on behalf of)
BAYERISCHE MOTOREN WERKE AG)

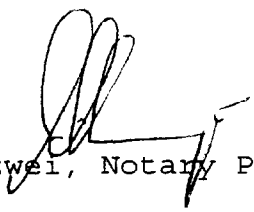
Jonathan Dickson
Solicitor
London EC3

W. Jäure

The foregoing true copy corresponds to all passages in the original document concerning United States of America.

I testify that the document does not contain any further provisions on this subject.

Munich, 25th day of September 2000



Mittenzwei, Notary Public