

01-04-2002

FORM PTO-1594
1-31-92



ET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents &

101934337

Documents or copy thereof.

1. Name of conveying party(ies):

Land Rover Group Limited

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-Country Jersey
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: 12/20/00

2. Name and address of receiving party(ies):

Name: Land Rover

Address: Banbury Road, Lighthorne, Warwick
Warwickshire CV35 0RG
United Kingdom

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Country United Kingdom
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No (as well as 2 Substitute Powers of Attorney)
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

17.2501

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

A. Trademark Application No.(s)

See attachment

B. Trademark registration No.(s)

See attachment

Additional numbers attached? Yes No

75165016

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

Brian D. Anderson, Esquire
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
Fourth Floor
1755 Jefferson Davis Highway
Arlington, Virginia 22202

OSMMN Ref: 197656US-13

6. Total number of applications and registrations involved: 41

7. Total fee (37 CFR 3.41): \$ 1,040.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-2014
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE 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.

Brian D. Anderson
Name of Person Signing

December 28, 2001
Date

Total number of pages including cover sheet, attachments, and document:

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

01/03/2002 AWNED1 00000099 75165016
40.00 OP
1000.00 OP
01 FC:481
02 FC:482

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 002416 FRAME: 0523

Trademark	Serial No.	Registration No.	Our Ref.
1 BUSINESS BUILDER	75/165016	2199251	172442US-13
2 COUNTY	75/337455	2227519	172523US-13
3 DEFENDER	74/199691	1803707	172314US-13
4 DEFENDER	75/861981		201306US-13
5 DISCOVERY	73/447226	1301508	172305US-13
6 DISCOVERY	74/472394	1898830	172334US-13
7 DISCOVERY (& DESIGN)	74/315649	1931876	172321US-13
8 FREELANDER	75/217769	2188842	212453US-13
9 FREELANDER	75/259348		172507US-13
10 FREESTYLE	74/709864	2146975	172406US-13
11 GLOBAL EXPENDITION	75/517188	2422545	201289US-13
12 HDC	75/042126	2106324	172433US-13
13 LAND ROVER	71/575598	541722	172303US-13
14 LAND ROVER	73/198181	1138108	201308US-13
15 LAND ROVER	73/659592	1508235	172574US-13
16 LAND ROVER	73/810773	1876223	172306US-13
17 LAND ROVER	74/555096	1999030	172350US-13
18 LAND ROVER	74/616563	2092426	172381US-13
19 LAND ROVER	74/714489	2362458	172407US-13
20 LAND ROVER	75/436040	2275655	172558US-13
21 LAND ROVER	75/475973	2339826	172567US-13
22 LAND ROVER	75/475978	2268738	172494US-13
23 LAND ROVER BY THOM MCAN	72/217752	804757	172575US-13
24 LAND ROVER EXPERIENCE	75/536582	2380434	201295US-13
25 LAND ROVER LINK	74/441389	1872951	172325US-13
26 LAND ROVER	74/555088	1972267	172349US-13
27 LAND ROVER	74/640609	2092438	172386US-13
28 LAND ROVER	74/714488	2120770	172408US-13
29 LAND ROVER	75/475902	2260874	172493US-13
30 LAND ROVER (& DESIGN)	75/475901	2303630	172566US-13
31 LAND ROVER (& DESIGN)	73/292901	1201939	172302US-13
32 LANDROVER	74/528499	2242307	172578US-13
33 LANDROVER ALL TERRAIN (& DESIGN)	75/109129	2101057	172576US-13
34 PURSUIT	75/307890	2220105	212454US-13
35 RANGE ROVER	72/365160	929034	172304US-13
36 RANGE ROVER	73/810395	1876307	172307US-13
37 RANGE ROVER	74/594582	1972402	172377US-13
38 RANGE ROVER	75/045149	2100825	172429US-13
39 RANGE ROVER CLASSIC	74/492686	1932605	172340US-13
40 THE BEST 4X4XFAR	75/064879	2413338	172413US-13
41 XE	75/251234		172502US-13

I:\bda\227060.lst

DATED: 20 DECEMBER 2000

LAND ROVER GROUP LIMITED

- and -

LAND ROVER

BUSINESS TRANSFER AGREEMENT

TRADEMARK
REEL: 002416 FRAME: 0525

BETWEEN:

- (1) **LAND ROVER GROUP LIMITED** (registered in Jersey under No. 76896) whose registered office is at PO Box 404, Whitey Chambers, Don Street, St Helier, Jersey, JE4 9WG, Channel Islands (the "Transferor"); and
- (2) **LAND ROVER** (registered in England under No. 4019301) whose registered office is at Banbury Road, Lighthorne, Warwick, CV35 0RG, England (the "Transferee").

RECITALS:

- (A) The Transferor is the wholly owned subsidiary of the Transferee.
- (B) The Transferor owns and carries on the Business.
- (C) The Transferee has agreed with the Transferor to purchase as a going concern all of the Assets and the Business on the terms of this Agreement.

OPERATIVE TERMS:

1. DEFINITIONS

In this Agreement the following words shall have the following meanings respectively:

"Assets" means all of the undertaking and assets of the Transferor of any nature whatsoever including, without limitation, those assets described in clause 2.1 (together with the Goodwill) and which are reflected in the Completion Date Balance Sheet but excluding the Excluded Assets;

"Business" means the business of developing, manufacturing, selling and servicing (through its dealer network and provision of aftermarket parts) Land Rover motor vehicles;

"Business IP Rights" means all intellectual property rights, including patents and supplementary protection certificates, trade marks, service marks, database rights, utility models, design rights, topography rights, copyrights,

inventions, trade secrets, mask works, algorithms, computer programmes, drawings, specifications and other confidential information, know-how, business or trade names, get up and all other intellectual property and neighbouring rights and rights of a similar or corresponding character in any part of the world (whether or not the same are registered or capable of registration), excluding Goodwill, and all applications for and rights to apply for the protection of any of the foregoing that are owned by the Transferor, or under which the Transferor has the right to grant sub-licences;

- "Completion"** means the completion of the sale and purchase hereby agreed by the performance by the parties of their respective obligations under clause 9;
- "Completion Date"** means the close of business London time on the 31st of December 2000;
- "Completion Date Balance Sheet"** means the balance sheet to be prepared for the period ending the 31st of December 2000;
- "Consideration"** means the total consideration for the purchase of the Assets pursuant to clause 3;
- "Contracts"** has the meaning ascribed to it in Clause 2.1(d);
- "Demand Note"** means a promissory note in the form of Schedule 2;
- "Employees"** means those persons employed by the Transferor in the Business at or immediately before Completion;
- "Excluded Assets"** means those assets listed in Schedule 3;
- "Goodwill"** the goodwill (if any) of the Transferor in connection with the Business and the right (to the exclusion of the Transferor) for the Transferee and the Transferee's successors in title and licensees to use all trade names, other names and marks used at any time by the Transferor in relation to the

Business and to represent itself as carrying on the Business in succession to the Transferor, including the right to all lists and particulars of customers and suppliers of the Transferor in relation to the Business and all other trading, operating and confidential information relating to the Business and the right to the benefit of all restrictive covenants and confidentiality obligations affecting the Business;

"Liabilities"

means the debts, liabilities and obligations of the Transferor which remain to be discharged at the Completion Date but excluding the Retained Liabilities;

"National Sales Companies"

means the Subsidiaries identified in Schedule 1 which have an asterisk (*) marked against their respective names;

"Plant and Equipment"

means the plant, machinery, equipment, tools, furniture, fixtures and fittings owned by the Transferor and used in the carrying on of the Business;

"Property"

has the meaning given to it in Clause 2.1(a);

"Retained Liabilities"

means the current liabilities of the Transferor relating to the Business as at the Completion Date as described in Schedule 4; and

"Subsidiaries"

means the subsidiaries identified in Schedule 1.

2. SALE AND PURCHASE

2.1 The Transferor shall transfer the Business and beneficial ownership of the Assets to the Transferee as a going concern with effect from the Completion Date on the terms of this Agreement and free from all charges, liens, equities, encumbrances and claims or restrictions whatsoever and, for the avoidance of doubt, the Assets shall include, as at the Completion Date:

- (a) all of the Transferor's right, title and interest in real property including any leasehold interest in real property held by the Transferor under leases (the "Property");
- (b) all tangible personal property, including all equipment, machinery, vehicles, leasehold improvements, furniture, fixtures, signs, inventories, tools and other personal property owned by the Transferor and used in the Business (the "Owned Tangible Personal Property");
- (c) all leasehold interests in equipment, vehicles, machinery, furniture, fixtures, signs and other Tangible Personal Property held by the Transferor and used in the Business (the "Leased Personal Property");
- (d) all accruals, interests as beneficiary under letters of credit, pre-paid expenses, deposits and other retentions held by third parties owned by the Transferor and reflected on the Completion Date Balance Sheet together with all of the Transferor's rights under all contracts, agreements, equipment leases, licences, equipment licences, sales orders, understandings, arrangements, plans and documents relating to the Business (the "Contracts");
- (e) all of the Business IP Rights developed by or for the Business (the "Assigned Business IP Rights");
- (f) all financial, accounting and operating data and records relating to the Business, including without limitation books, records, electronic data, financial and corporate systems manuals, notes, sales and sales product data, advertising materials, credit information, cost and pricing information, customer and supply lists, facility blueprints and plant layouts and minute books and stock ledgers to the extent in the possession of the Transferor (the "Records"); and
- (g) the shares in the Subsidiaries owned by the Transferor (the "Shares").

in each case excluding the Excluded Assets and in each case as reflected in the Completion Date Balance Sheet or located on the Property. If one of the parties identifies any asset that either has been transferred to the Transferee in error or has not been transferred to the Transferee (but should have been in accordance with the provisions of this Agreement) and such party requests from the respective other party on or before 1 June 2001 the transfer or retransfer of such asset, respectively, the parties mutually undertake to execute all further documents to effect such transfer or retransfer.

- 2.2 The Property is sold subject to the Standard Conditions of Sale (third edition) insofar as they are not inconsistent with or varied by the terms of this Agreement and are applicable to a sale by private treaty save that Standard Condition 8.3 shall not apply to this Agreement.
- 2.3 The Transferor shall deliver (or cause to be delivered) to the Transferee at Completion those of the Assets the property in which is capable of passing by delivery.

3. CONSIDERATION

The Consideration shall consist of the issuance of an interest free Demand Note by Transferee to Transferor in an amount equal to £1,320,000,000. The Parties shall determine whether any adjustments should be made to the Consideration and if so a final adjustment shall be calculated no later than 31st of December 2001.

4. APPORTIONMENT OF RESPONSIBILITIES

- 4.1 Except insofar as otherwise expressly provided in this Agreement, the profit or loss of the Business from the close of business on the Completion Date shall be for the account of the Transferee, and responsibility for all expenditure and income relating to the Business shall be apportioned as at the Completion Date.
- 4.2 Save in respect of the Retained Liabilities and subject as otherwise provided herein, the Transferee shall remain solely entitled to all rights and benefits and solely responsible for all debts and liabilities of any nature whatsoever which result from any act, omission, default, transaction or circumstance relating to the conduct of the Business on, before, or after the Completion Date, and the Transferee shall indemnify the Transferor accordingly.
- 4.3 The Transferor shall be solely responsible for all debts and liabilities of any nature whatsoever in respect of the Retained Liabilities and the Transferor shall indemnify and keep indemnified the Transferee accordingly.

5. CONTRACTS

Subject to clause 4, as from the Completion Date, the Transferee shall:

- (a) assume, perform and discharge all the Liabilities and the Transferee shall indemnify the Transferor accordingly; and
- (b) become entitled to the benefits of the Transferor under the Contracts. Pending the consent where necessary of the other contracting parties, the Transferee will at its own cost assume, perform and discharge the obligations under the Contracts on

behalf of the Transferor and the Transferor will hold the benefits on trust for the Transferee. The Transferor will at all times give the Transferee all reasonable co-operation and assistance in its power to enable the Transferee to perform the Contracts. The Transferor further undertakes to enforce the obligations and liabilities of the other party under each Contract.

6. EMPLOYEES

The parties consider the transaction contemplated by this Agreement to constitute the transfer of an undertaking for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 1981 and agree that the contracts of employment of the Employees will have effect from Completion as if originally made between the Transferee and the Employees (including those in respect of pension arrangements).

7. WARRANTY

The Transferor hereby warrants to the Transferee that the Assets comprise all goods, assets, rights and contracts necessary to carry on the Business after Completion in the same manner and on the same scale as before and to enable the Transferee to comply with the obligations it assumes under the Contracts.

8. AGENCY ARRANGEMENTS

8.1 Following Completion the Transferee hereby appoints the Transferor to act as its agent (or as agent for any other party or parties as the Transferee may subsequently determine and notify to the Transferor accordingly) to carry on the Business in the name of the Transferor, and the Transferor will act as agent for and on behalf of the Transferee or such other party but for the account of the Transferee or such other party and such appointment shall continue with effect from Completion until the Transferee shall terminate the same by notice in writing to the Transferor.

8.2 As agent for the Transferee or such other party the Transferor shall perform and do such transactions dealings and things as may be necessary or expedient for carrying on the Business to the best account for and on behalf of the Transferee or such other party on the following terms:

- (a) the Transferor shall have full power and authority to deal with and dispose of the Assets in any manner and for any purpose connected with the Business subject to any directions which it may receive from the Transferee or such other party from time to time to the intent that the beneficial ownership of all such property shall at all times be

vested in the Transferee or such other party and not in the Transferor and so that all profits accruing from the Business shall belong to the Transferee or such other party and not to the Transferor PROVIDED that the Transferor shall not have power on behalf of the Transferee or such other party without the express direction of the Transferee or such other party to buy, sell, charge, let or otherwise deal in or dispose of land or buildings or any part of the Transferee's or such other party's fixed plant;

- (b) the Transferee or such other party shall make available to the Transferor in connection with the carrying on of the Business to the extent reasonably required by the Transferor the services of all employees of the Transferee or such other party (including Directors); and
- (c) the Transferee or such other party shall keep the Transferor fully indemnified against all liabilities and obligations of any description which the Transferor may incur to the intent that the Transferee or such other party and not the Transferor shall continue to bear and incur any liabilities (including taxation on profits) and losses of the Business as from the Completion Date.

9. COMPLETION

9.1 Completion of the sale and purchase shall take place on the Completion Date when the Transferor shall deliver to the Transferee:

- (a) vacant possession of all of the Property;
- (b) all other physical assets agreed to be sold; and
- (c) the books and records (including without limitation those stored in electronic and/or digital form) of the Business (wherever located).

9.2 Beneficial ownership of the Property and the Assets shall pass to the Transferee on the Completion Date (by delivery in the case of physical assets other than the Property to the extent that property therein is capable of passing by delivery).

9.3 The Transferor, who will remain the legal owner on Completion of those of the Assets which shall not have been effectively transferred (whether by delivery or otherwise) or conveyed to the Transferee so as to vest full legal title therein in the Transferee at Completion, shall hold such Assets on trust for the Transferee or its successors in title and shall as soon as reasonably practicable after Completion transfer legal title in the same to the Transferee or as the Transferee may direct and shall deliver to the Transferee or its nominee the documents of title to the Assets necessary to give effect to this Agreement.

10. FURTHER ASSURANCE

The Transferor will and will procure (so far as is within its power) that any third party as necessary will use all reasonable endeavours to do or procure the doing of all acts and/or to execute or procure the execution of all such documents in a form reasonably satisfactory to the Transferee for the purpose of vesting in the Transferee or any person nominated by the Transferee the full legal and beneficial title to the Assets.

11. SURVIVAL OF CERTAIN PROVISIONS

Insofar as any provision of this Agreement shall not have been performed at Completion it shall survive and remain in full force and effect notwithstanding Completion.

12. ENTIRE AGREEMENT

12.1 This Agreement contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.

12.2 Each of the Transferor and the Transferee acknowledges and agrees that:

(a) it does not enter into this Agreement and the documents referred to herein on the basis of and does not rely, and has not relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made, given or agreed to by any person (whether a party to this Agreement) except those expressly set out or referred to in this Agreement and the documents referred to herein and the only remedy or remedies available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Agreement; and

(b) this clause 12.2 shall not apply to any statement, representation or warranty made fraudulently or to any provision of this Agreement which was induced by, or otherwise entered into as a result of, fraud, for which the remedies shall be all those available under the law governing this Agreement.

13. VARIATION OF TERMS

No variation, supplement, deletion or replacement of or from this Agreement or any of its terms shall be effective unless made in writing and signed by or on behalf of each party.

14. GOVERNING LAW

This Agreement shall be governed by English law and the parties hereby submit the jurisdiction of the English courts.

AS WITNESS the hands of duly authorised representatives of the parties the day and year first above written.

SCHEDULE 1

Subsidiaries

1.	Land Rover Exports Limited	01596703	England	Active
2.	Land Rover UK Limited	01596705	England	Dormant
3.	Land Rover Parts Limited	01704973	England	Dormant
4.	*Land Rover Nederland B.V.	23074977	The Netherlands	Active
5.	*Land Rover Vertriebs GmbH	FN 194318 m	Austria	Active
6.	*Land Rover Portugal	504998803	Portugal	Active
7.	*Land Rover France SA	430 473 652 R.C.S. Paris	France	Active
8.	*Land Rover Ireland	318198	Ireland	Active
9.	*Land Rover Italia S.p.A.	n. 99715/2000	Italy	Active
10.	*Land Rover Espana S.L.	M-250.098	Spain	Active
11.	*Land Rover Belux S.A./N.V.	H.R. Tumbout 74.781	Belgium	Active
12.	*Land Rover Australia Proprietary Limited	004352238	Australia	Active
13.	*Land Rover Deutschland GmbH	Amtsgericht Muenchen HRB 123415	Germany	Active
14.	*Land Rover do Brasil Ltda	(CGC) 65. 533. 218/0001-57	Brasil	Active
15.	*Land Rover (South Africa) Pty Ltd	94/08617/07	S. Africa	Active

SCHEDULE 2

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, Land Rover, a company organized and existing under the laws of England, hereby unconditionally promises to pay on demand to the order of Land Rover Group Limited the sum of £1,320,000,000.

IN WITNESS WHEREOF, Land Rover has caused this **PROMISSORY NOTE** to be executed as of the 20th day of December 2000 by its duly authorized representative.

Land Rover

By: _____

Name:

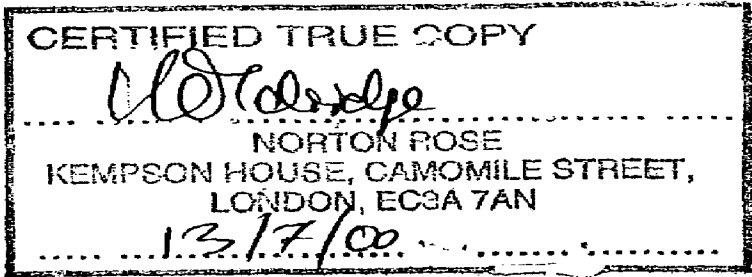
Title:

SCHEDULE 3
The Excluded Assets

1. **The shares in the National Sales Companies owned by the Transferor.**

SCHEDULE 4
Retained Liabilities

1. **The liabilities arising out of ownership of shares in the National Sales Companies.**



Dated 4 May 2000

BMW (UK) HOLDINGS LIMITED (1)
and
LAND ROVER GROUP LIMITED (2)

TRADE MARK ASSIGNMENT

Norton Rose

4 May

BETWEEN:

- (1) **BMW (UK) HOLDINGS LIMITED** a company incorporated under the laws of England and Wales with company number 1213133 and whose registered office is at Warwick Technology Park, Warwick CV34 6RG (the "Assignor")
- (2) **LAND ROVER GROUP LIMITED** a company incorporated under the laws of Jersey with company number 76896 and whose registered office is at 26 New Street, St Helier, Jersey (the "Assignee")

WHEREAS:

- (A) the Assignor is the owner and 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 dated 31 March 2000 (the "Sale and Purchase Agreement") between the parties 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 4.1 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 registration 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

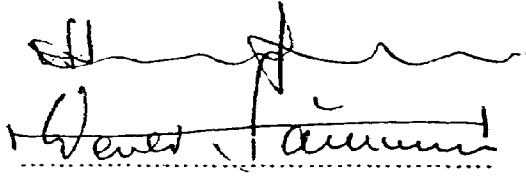
Trade Marks and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) actually incurred by it in providing the Assignee with such assistance.

- 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.

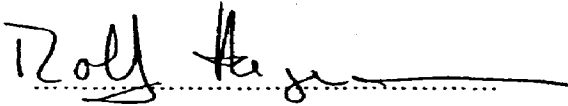
IN WITNESS WHEREOF this Agreement has been entered into on the day and year first above written.

Schedule
Land Rover Trade Marks

SIGNED by A. ARMITAGE
for and on behalf of
BMW (UK) HOLDINGS LIMITED

)
)
) 

SIGNED by R. HAGEMANN
for and on behalf of
LAND ROVER GROUP LIMITED

)
)
) 

TMID	COUNTRY	TRADEMARK	INT. CLASSES	STATUS	APPL. NO	REG. NO	RENEWAL	Reg. Owner
		NAT. CLASSES			APPL. DATE	REG. DATE	DUE	
5000-G	United Kingdom	Xtreme	12	Pending	CTM1029605 15.12.1998			Rover Group Limited
2271	United Kingdom	Zig Zag Device	12, 37	Registered	2001840 10.11.1994	2001840 10.11.1994	10.11.2004	Rover Group Limited
2912	United States of America	BUSINESS BUILDER	16	Registered	75/165016 12.09.1996	2199251 27.10.1998	27.10.2008	Rover Group Limited
4229	United States of America	COUNTY	12	Registered	75/337455 07.08.1997	2227519 02.03.1999	02.03.2009	Rover Group Limited
1688	United States of America	DEFENDER	12	Registered	74/199691 03.09.1991	1803707 09.11.1993	09.11.2003	Rover Group Limited
10228R	United States of America	DEFENDER	12, 16, 28	Pending	75/861981 02.12.1999			Rover Group Limited
1462	United States of America	DISCOVERY	12	Registered		1301508 07.10.1983	07.10.2003	Rover Group Limited
2086	United States of America	DISCOVERY	12	Registered	74/472394 22.12.1993	1898830 13.06.1995	13.06.2005	Rover Group Limited

TMID COUNTRY TRADEMARK INT. CLASSES STATUS APPL. NO REG. NO RENEWAL Reg. Owner

DUE

APPL. DATE REG. DATE

NAT. CLASSES

1973	United States of America	DISCOVERY & Mount	12	Registered	74/315649	1931876	31.10.2005	Rover Group Limited
					21.09.1992	31.10.1995		
2716	United States of America	FREELANDER	12	Registered	75/217769	2188842	15.09.2008	Rover Group Limited
					23.12.1996	15.09.1998		
4125	United States of America	FREELANDER	16, 18, 27, 28	Pending	75/259348			Rover Group Limited
					18.03.1997			
2733	United States of America	FREESTYLE	12, 27	Registered	74/709864	2146975	31.03.2008	Rover Group Limited
					02.08.1995	31.03.1998		
4718	United States of America	GLOBAL EXPEDITIO	18, 25, 28	Pending	75/517188			Rover Group Limited
					10.07.1998			
2928	United States of America	HDC	12	Registered	74/042126	2106324	21.10.2007	Rover Group Limited
					11.01.1996	21.10.1997		
5280	United States of America	IDT	12	Pending	75/680999			Rover Group Limited
					12.04.1999			
1051	United States of America	LAND ROVER	12	Registered		541722	01.05.2001	Rover Group Limited
						01.05.1951		

TMID	COUNTRY	TRADEMARK	INT. CLASSES	STATUS	APPL. NO	REG. NO	RENEWAL	Reg. Owner
			NAT. CLASSES		APPL. DATE	REG. DATE	DUE	
4655	United States of America	LAND ROVER	42	Registered	73/198181 26.12.1978	1138108 22.07.1980	22.07.2000	Rover Group Limited
4659	United States of America	LAND ROVER	25	Registered	73/659592 08.05.1987	1508235 11.10.1988	11.10.2008	Rover Group Limited
1557	United States of America	LAND ROVER	2, 3, 4, 5, 6, 7, 8, 9, 11	Registered	73/810773 28.09.1989	1876223 31.01.1995	31.01.2005	Rover Group Limited
2195	United States of America	LAND ROVER	41	Registered	74/555096 29.07.1984	1999030 10.09.1996	10.09.2006	Rover Group Limited
2277	United States of America	LAND ROVER	39	Registered	74/616563 29.12.1994	2092426 02.09.1997	02.09.2007	Rover Group Limited
2792	United States of America	LAND ROVER	12	Pending	74/714489 10.08.1995			Rover Group Limited
4560	United States of America	LAND ROVER	3, 5	Registered	75/436040 18.02.1998	2275655 07.09.1999		Rover Group Limited
3339	United States of America	LAND ROVER	25	Registered	75/475973 28.04.1998	2339826 11.04.2010	11.04.2010	Rover Group Limited

TMID	COUNTRY	TRADEMARK	INT. CLASSES	STATUS	APPL. NO	REG. NO	RENEWAL	Reg. Owner
			NAT. CLASSES		APPL. DATE	REG. DATE	DUE	
4648	United States of America	LAND ROVER	25	Registered	75/475978	2268738	10.08.2009	Rover Group Limited
					28.04.1998	10.08.1999		
4660	United States of America	Land Rover by Thom	25	Registered		804757	01.03.2006	Rover Group Limited
						01.03.1966		
4765	United States of America	LAND ROVER EXPE	9, 12, 14, 16, 18, 25, 2	Pending	75/536582			Rover Group Limited
					11.08.1998			
2043	United States of America	LAND ROVER LINK	42	Registered	74/441389	1872951	10.01.2005	Rover Group Limited
					29.09.1993	10.01.1995		
2196	United States of America	Land Rover Logo - Cu	41	Registered	74/555088	1972267	07.05.2006	Rover Group Limited
					29.07.1994	07.05.1996		
2522	United States of America	Land Rover Logo - Cu	36	Registered	74/640609	2092438	02.09.2007	Rover Group Limited
					01.03.1995	02.09.1997		
2793	United States of America	Land Rover Logo - Cu	12	Registered	74/714488	2120770	16.12.2007	Rover Group Limited
					10.08.1995	16.12.1997		
3340	United States of America	Land Rover Logo - Cu	25	Registered	75/475902	2260874	13.07.2009	Rover Group Limited
					28.04.1998	13.07.1999		

TMID	COUNTRY	TRADEMARK	INT. CLASSES	STATUS	APPL. NO	REG. NO	RENEWAL	Reg. Owner
			NAT. CLASSES		APPL. DATE	REG. DATE	DUE	
4649	United States of America	Land Rover Logo - Cu	25	Registered	75/475901	2303630	28.12.2009	Rover Group Limited
					28.04.1998	28.12.1999		
1105	United States of America	Land Rover Logo - OI	12	Registered		1201939	20.07.2002	Rover Group Limited
						20.07.1982		
4661	United States of America	LANDROVER	18, 25	Registered	74/528499	2242307	04.05.2009	Rover Group Limited
					23.05.1994	04.05.1999		
4663	United States of America	LANDROVER ALL TE	25	Registered	75/109129	2101057	30.09.2007	Rover Group Limited
					24.05.1996	30.09.1997		
4240	United States of America	PURSUIT	12	Registered	75/307890	2220105	26.01.2009	Rover Group Limited
					12.06.1997	26.01.1999		
1009	United States of America	RANGE ROVER	12	Registered		929034	15.02.2002	Rover Group Limited
			19			15.02.1972		
1556	United States of America	RANGE ROVER	6, 7, 8, 9, 11, 12, 14, 1	Registered	73/810395	1876307	31.01.2005	Rover Group Limited
					05.07.1989	31.01.1995		
2371	United States of America	RANGE ROVER	25	Registered	74/594582	1972402	07.05.2006	Rover Group Limited
					03.11.1994	07.05.1996		

TMID	COUNTRY	TRADEMARK	INT. CLASSES	STATUS	APPL. NO	REG. NO	RENEWAL DUE	Reg. Owner
		NAT. CLASSES			APPL. DATE	REG. DATE		
2886	United States of America	RANGE ROVER	28	Registered	75/045149	2100825	30.09.2007	Rover Group Limited
					17.01.1996	30.09.1997		
2125	United States of America	RANGE ROVER CLA	12	Registered	74/492666	1932605	29.10.2000	Rover Group Limited
					22.02.1994	07.11.1995		
2890	United States of America	THE BEST 4x4FAR	12	Pending	75/064879			Rover Group Limited
					28.02.1996			
3721	United States of America	XE	12	Pending	75/251234			Rover Group Limited
					04.03.1997			
4746	Uruguay	COUNTY	12	Pending	307116			Rover Group Limited
					15.09.1998			
1651	Uruguay	DEFENDER	12	Registered		249127	24.04.2002	Rover Group Limited
						06.11.1991		
1650	Uruguay	DISCOVERY	12	Registered		249128	24.04.2002	Rover Group Limited
						06.11.1991		
4092	Uruguay	FREELANDER	12	Registered	294099	294099	01.12.2007	Rover Group Limited
					17.03.1997	01.12.1997		