

04-24-2002

FORM TO-594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102066067

To the Honorable Commissioner of Patents and Trademarks

Documents or copy thereof.

1. Name of conveying party(ies):

EMW (UK) Holdings Limited

- Individual(s)
- General Partnership
- Corporation-Country England and Wales
- Other
- Association
- Limited Partnership

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

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

Name: Land Rover Group Limited

Address: 26 New Street
St. Helier, Jersey
Channel Islands

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

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

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

3. Nature of Conveyance:

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

Execution Date: _____

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

A. Trademark Application No.(s)
See attachment

1,138,108

B. Trademark registration No.(s)
See attachment

Additional numbers attached? Yes No

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

Brian D Anderson, Esquire
OBILON, 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

Signature

January 14, 2002
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:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

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

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
POST REGISTRATION SECTION

In re the Registration of:

Land Rover

Registration No.: 1,138,108

BOX RESPONSES
NO FEE

Issued: July 22, 1980

Mark: LAND ROVER

Honorable Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Dear Commissioner:

DESIGNATION OF DOMESTIC REPRESENTATIVE

OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C., whose postal address is 1755 Jefferson Davis Highway, Fourth Floor, Arlington, Virginia 22202, is hereby designated Applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

LAND ROVER

Signature:

Clive C. Page

Name:

Clive C. Page
(print or type name)
Secretary

Title:

Date:

28.8.01

BDA/nlt {I:\atty\BDA\227060-201308US-dom.wpd}

A

CERTIFIED TRUE COPY
Norton Rose
NORTON ROSE
KEMPSON HOUSE, CAMOMILE STREET,
LONDON, EC3A 7AN
13/7/00

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

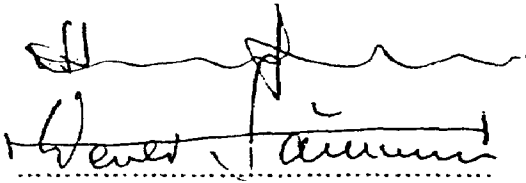
Trade Marks and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) actually incurred by it in providing the Assignee with such assistance.

- 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.

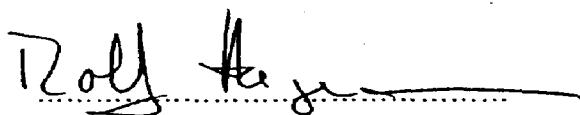
IN WITNESS WHEREOF this Agreement has been entered into on the day and year first above written.

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

)
)
) 

RENEWAL Reg. Owner
DUE

REG. NO
REG. DATE

APPL. NO
APPL. DATE

STATUS

TRADEMARK
INT. CLASSES
NAT. CLASSES

TMID COUNTRY

Rover Group Limited

CTM1023605

Pending

12

Xtreme

5000-G United Kingdom

15.12.1998

10.11.2004 Rover Group Limited

2001840

Registered

12, 37

Zig Zag Device

2271 United Kingdom

2061840

10.11.1994

27.10.2008 Rover Group Limited

2199251

Registered

16

United States of America

75/165016

BUSINESS BUILDER

02.03.2009 Rover Group Limited

2227519

Registered

12

COUNTY

4229 United States of America

75/337455

07.08.1997

09.11.2003 Rover Group Limited

1803707

Registered

12

DEFENDER

1688 United States of America

03.09.1991

Rover Group Limited

74/199691

Registered

12, 16, 28

DEFENDER

10228R United States of America

75/861981

Pending

12, 16, 28

07.10.2003 Rover Group Limited

1301508

Registered

12

DISCOVERY

1462 United States of America

07.10.1983

13.06.2005 Rover Group Limited

1898830

Registered

12

DISCOVERY

2086 United States of America

74/472394

22.12.1993

TMID	COUNTRY	TRADEMARK	INT. CLASSES	NAT. CLASSES	STATUS	APPL. NO	REG. NO	RENEWAL	Reg. Owner
						APPL. DATE	REG. DATE	DUE	
1973	United States of America	DISCOVERY & Mount	12		Registered	74/315649 21.09.1992	1931876 31.10.1995	31.10.2005	Rover Group Limited
2716	United States of America	FREELANDER	12		Registered	75/217769 23.12.1996	2188842 15.09.1998	15.09.2008	Rover Group Limited
4125	United States of America	FREELANDER	16, 18, 27, 28		Pending	75/259348 18.03.1997			Rover Group Limited
2733	United States of America	FREESTYLE	12, 27		Registered	74/709864 02.08.1995	2146975 31.03.1998	31.03.2008	Rover Group Limited
4718	United States of America	GLOBAL EXPEDITIO	18, 25, 28		Pending	75/517188 10.07.1998			Rover Group Limited
2928	United States of America	HDC	12		Registered	74/042126 11.01.1996	2106324 21.10.1997	21.10.2007	Rover Group Limited
5280	United States of America	iDT	12		Pending	75/680999 12.04.1999			Rover Group Limited
1051	United States of America	LAND ROVER	12		Registered		541722 01.05.1951	01.05.2001	Rover Group Limited

RENEWAL Reg. Owner
DUE

REG. NO
REG. DATE

STATUS
APPL. NO
APPL. DATE

TRADEMARK
INT. CLASSES
NAT. CLASSES

TMID COUNTRY

TMID	COUNTRY	TRADEMARK	INT. CLASSES	NAT. CLASSES	STATUS	APPL. NO	APPL. DATE	REG. NO	REG. DATE	RENEWAL	Reg. Owner
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	74/55096	29.07.1994	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	74/71489	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	11.04.2000	11.04.2010	Rover Group Limited

RENEWAL Reg. Owner
DUE

REG. NO
REG. DATE

STATUS
APPL. NO
APPL. DATE

INT. CLASSES
NAT. CLASSES

TRADEMARK

TMID COUNTRY

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 NAT. CLASSES	STATUS	APPL. NO		REG. NO	RENEWAL Reg. Owner DUE	
					APPL. DATE	REG. DATE		APPL. DATE	REG. DATE
4649	United States of America	Land Rover Logo - Cu	25	Registered	75/475901	2303630	28.12.1999	28.12.2009	Rover Group Limited
1105	United States of America	Land Rover Logo - Oi	12	Registered	28.04.1988	1201939	20.07.1982	20.07.2002	Rover Group Limited
4661	United States of America	LANDROVER	18, 25	Registered	74/528499	2242307	04.05.1999	04.05.2009	Rover Group Limited
4663	United States of America	LANDROVER ALL TE	25	Registered	23.05.1994	2101057	30.09.1997	30.09.2007	Rover Group Limited
4240	United States of America	PURSUIT	12	Registered	75/109129	2220105	26.01.1999	26.01.2009	Rover Group Limited
1009	United States of America	RANGE ROVER	12	Registered	75/307890	929034	15.02.1972	15.02.2002	Rover Group Limited
1556	United States of America	RANGE ROVER	6, 7, 8, 9, 11, 12, 14, 1	Registered	73/810395	1876307	31.01.1995	31.01.2005	Rover Group Limited
2371	United States of America	RANGE ROVER	25	Registered	74/594582	1972402	07.05.1996	07.05.2005	Rover Group Limited

TMID	COUNTRY	TRADEMARK	INT. CLASSES	NAT. CLASSES	STATUS	APPL. NO	REG. NO	RENEWAL	Reg. Owner
						APPL. DATE	REG. DATE	DUE	
2886	United States of America	RANGE ROVER	28		Registered	75/045149 17.01.1996	2100825 30.09.1997	30.09.2007	Rover Group Limited
2125	United States of America	RANGE ROVER CLA	12		Registered	74/492686 22.02.1994	1932605 07.11.1995	29.10.2000	Rover Group Limited
2990	United States of America	THE BEST 4x4x4	12		Pending	75/064879 28.02.1996			Rover Group Limited
3721	United States of America	XE	12		Pending	75/251234 04.03.1997			Rover Group Limited
4746	Uruguay	COUNTY	12		Pending	307116 15.09.1998			Rover Group Limited
1651	Uruguay	DEFENDER	12		Registered		249127 06.11.1991	24.04.2002	Rover Group Limited
1650	Uruguay	DISCOVERY	12		Registered		249128 06.11.1991	24.04.2002	Rover Group Limited
4092	Uruguay	FREELANDER	12		Registered	294099 17.03.1997	294099 01.12.1997	01.12.2007	Rover Group Limited