

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	01/01/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bentley Motors Limited		03/15/2004	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Bayerische Motoren Werke Aktiengesellschaft
Street Address:	Petuelring 130
City:	Munich
State/Country:	GERMANY
Postal Code:	80809
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0850902	
Registration Number:	0856912	PHANTOM
Registration Number:	1063799	
Registration Number:	0832105	SILVER CLOUD
Registration Number:	1067640	SILVER GHOST
Registration Number:	0831345	SILVER SHADOW
Registration Number:	1489233	SILVER SHADOW
Registration Number:	1124699	SILVER SPIRIT
Registration Number:	1251086	SILVER SPUR
Registration Number:	1067641	SILVER WRAITH
Registration Number:	1082440	SILVER WRAITH

CORRESPONDENCE DATA

CH \$290.00 0850902

Fax Number: (202)383-6610
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027830800
Email: rennem@howrey.com
Correspondent Name: Trina A. Longo
Address Line 1: 1299 Pennsylvania Ave., NW
Address Line 2: Howrey Simon Arnold & White, LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-2402

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Trina A. Longo
Signature:	/trina a longo/
Date:	03/04/2005

Total Attachments: 11
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Dated this 15th day of March 2004

Between

BENTLEY MOTORS LIMITED

and

**BAYERISCHE MOTOREN WERKE
AKTIENGESELLSCHAFT**

**DEED OF ASSIGNMENT
OF TRADE MARKS**

Blair & Co.
57 Lincoln's Inn Fields
London WC2A 3LS.

Tele: 020 7400 3002

Ref: MB/SS

DEED OF ASSIGNMENT made the 15th day of March 2004

BETWEEN

- (1) **BENTLEY MOTORS LIMITED** (formerly known as Rolls-Royce Motor Cars Limited and Rolls-Royce & Bentley Motor Cars Limited), Company Number 00992897, having its registered office at Pym's Lane, Crewe, Cheshire, CW1 3PL (the "Assignor"); and
- (2) **BAYERISCHE MOTOREN WERKE AKTIENGESELLSCHAFT**, Company Number 42243 having its registered office at Petuelring 130, 80809 Munich, Germany (the "Assignee")

WHEREAS

The Assignor has agreed to assign and transfer to the Assignee the Assignor's world-wide rights in certain trade marks used in connection with Rolls-Royce motor cars, on the terms set out in this Deed.

IT IS AGREED AS FOLLOWS:

1. Interpretation

In this Agreement:

"Assignor Group" means Bentley Motors Limited and its holding company and any subsidiaries of such holding company; the expressions "holding company" and "subsidiary" having the meanings ascribed to them in Section 736 of the Companies Act 1985;

"Effective Date" means 1 January 2003;

“Trade Marks”

means all the world-wide right, title, property and interest of the Assignor and the Assignor Group in and to:

- (a) the registered trade marks listed in Schedule 1;
 - (b) any trade mark applications listed in Schedule 1;
 - (c) the goodwill of the business of the Assignor in the registered trade marks, pending applications referred to in paragraphs (a) and (b) above and the Unregistered Trade Marks;
 - (d) all common law rights in relation to the registered trade marks and pending applications referred to in paragraphs (a) and (b) above and the Unregistered Trade Marks;
- and except where expressly provided herein shall include the Unregistered Trade Marks.

“Unregistered Trade Marks”

means all unregistered rights in the designations listed in Schedule

1

2. Assignment

- 2.1 In consideration of the sum of **REDACTED** now paid by the Assignee to the Assignor (the receipt of which sum the Assignor hereby acknowledges), the Assignor **HEREBY ASSIGNS** with effect from the Effective Date to the Assignee absolutely:
- 2.1.1 the Trade Marks (other than the Unregistered Trade Marks) with full title guarantee and the exclusive benefit of each of them;
 - 2.1.2 such interest as the Assignor may have in the Unregistered Trade Marks.
- 2.2 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 of the Assignor in the Trade Marks and including the right to sue for damages or other remedies in respect of any infringement or misuse of any of the

Trade Marks which may have occurred prior to the date of this Assignment and to retain any damages obtained as a result of any such action).

- 2.3 The Assignor agrees and undertakes to provide to the Assignee at its request all such reasonable 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. The Assignee shall be responsible for all costs and expenses (including legal costs) actually incurred by the Assignor in providing the Assignee with such assistance provided that such costs and expenses are agreed in advance by the Assignee.

REDACTED

REDACTED

REDACTED

SCHEDULE 1

REDACTED

U.S.A.	Flying Lady Device	12	ROLLS-ROYCE MOTOR CARS LIMITED	272752	31.05.1967	850902	18.06.1968	Registered	18.06.2008
U.S.A.	PHANTOM	12	ROLLS-ROYCE MOTOR CARS LIMITED	276765	25.07.1967	856912	17.09.1968	Registered	17.09.2008
U.S.A.	RR Radiator Grille Device	12	ROLLS-ROYCE MOTOR CARS LIMITED	43708	05.02.1975	1063799	19.04.1977	Registered	19.04.2007
U.S.A.	SILVER CLOUD	19	ROLLS-ROYCE MOTOR CARS LIMITED	231701	27.10.1965	832105	18.07.1967	Registered	18.07.2007
U.S.A.	SILVER GHOST	12	ROLLS-ROYCE MOTOR CARS LIMITED	94514	26.07.1976	1067640	13.06.1977	Registered	14.06.2007
U.S.A.	SILVER SHADOW	12	ROLLS-ROYCE MOTOR CARS LIMITED	658750	13.04.1987	1489233	24.05.1988	Registered	24.05.2008

TRADEMARK

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U.S.A.	SILVER SHADOW	19	ROLLS-ROYCE MOTOR CARS LIMITED	831345	04.07.1967	Registered	04.07.2007
U.S.A.	SILVER SPIRIT	12	ROLLS-ROYCE MOTOR CARS LIMITED	1124699	04.09.1979	Registered	04.09.2009
U.S.A.	SILVER SPUR	12	ROLLS-ROYCE MOTOR CARS LIMITED	1251086	13.09.1983	Registered	13.09.2003
U.S.A.	SILVER WRAITH	12	ROLLS-ROYCE MOTOR CARS LIMITED	1082440	17.01.1978	Registered	17.01.2008
U.S.A.	SILVER WRAITH	12	ROLLS-ROYCE MOTOR CARS LIMITED	1067641	14.06.1977	Registered	14.06.2007

REDACTED

IN WITNESS WHEREOF this Assignment has been executed by the parties as a Deed and delivered the day and year first above written.

Signed as a Deed

For and on behalf of

BENTLEY MOTORS LIMITED

.....
Hans-Gyorgy Kubling
Director

.....
[Signature]
Director

Director

in the presence of

.....

Signed as a Deed

For and on behalf of

BAYERISCHE MOTOREN WERKE AKTIENGESELLSCHAFT

ppa.

.....
Joachim Damm
Vice President, Head of Intellectual Property

i.V.

.....
J. Wollmer
Head of Department of Trademarks

in the presence of

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Abesser
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The foregoing true copy corresponds to all passages in
the original document concerning U.S.A.
I testify that the document does not contain any further
provisions on this subject.

Munich, 31st day of January 2005



Dr. Steinbauer
Dr. Steinbauer, Notary Public