

8/27/04

03-09-2005



To the Honorable Commissioner of Patents and Trad

102858001

or copy thereof.

1. Name of conveying party(ies):

Rover Group Limited

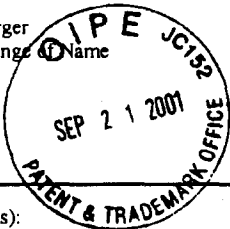
- Individual(s)
- General Partnership
- Corporation-Country England and Wales
- Other
- Association
- Limited Partnership

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

3. Nature of Conveyance:

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

Execution Date: 4-28-06



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

Name: BMW (UK) Holdings Limited

Address: Warwick Technology Park
Warwick CV34 6RG
United Kingdom

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

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

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: 15-0030
(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

September 21, 2001
Date

Total number of pages including cover sheet, attachments, and document: 133

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

Do not detach this portion

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

09/25/2001 AAHMED1 0000099 75165016

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

01 FC:481 40.00 OP
02 FC:482 1000.00 OP

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

I:\bdat\227060.lst

W. Obridge
NORTON ROSE
KEMPSON HOUSE, CAMOMILE STREET,
LONDON, EC3A 7AN
13/7/00

Dated 28 April 2000

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

TRADE MARK ASSIGNMENT

Norton Rose

TRADEMARK
REEL: 003043 FRAME: 0710

THIS ASSIGNMENT is dated 28th day of 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) **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 "Assignee")

WHEREAS:

- (A) the Assignor is 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 4.4 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
Land Rover Trade Marks

SIGNED by
for and on behalf of
ROVER GROUP LIMITED

)
)
) *John R. Frywood*
)

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

)
)
) *[Signature]*
)

SCHEDULE

	TRADE-MARK	SERIAL NO.	REG. NO.
1.	DEFENDER	760,294	TMA469,582
2.	DISCOVERY	760,295	TMA528,233
3.	DEFENDER	789,070	
4.	DISCOVERY	789,071	
5.	FREESTYLE	790,498	TMA491,837
6.	COUNTY	791,062	TMA543,137
7.	FREELANDER	793,151	
8.	HDC	801,512	TMA501,913
9.	THE BEST 4X4FAR	805,859	TMA474,532
10.	HSE	818,906	TMA482,369
11.	LSE	818,907	TMA482,358
12.	XE	838,252	
13.	FREELANDER	839,651	
14.	DESTINY	845,428	TMA492,417
15.	PURSUIT	845,485	TMA519,767
16.	FREELANDER	876,237	
17.	SOFTBACK	878,577	TMA515,246
18.	HARDBACK	878,578	TMA515,194
19.	GLOBAL EXPEDITION	883,702	
20.	YOU CAN DO ANYTHING	1,024,802	