

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	03/06/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Investeringsmaatschappij Helvetia B.V.		03/06/2003	Limited Liability Company: NETHERLANDS

RECEIVING PARTY DATA

Name:	Spyker International Motor Holding B.V.
Street Address:	De Beaufortlaan 6
City:	3743 DS Baam
State/Country:	NETHERLANDS
Entity Type:	Limited Liability Company: NETHERLANDS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76279391	SPYKER
Serial Number:	76279146	SPYKER NULLA TENACI INVIA EST VIA

CORRESPONDENCE DATA

Fax Number: (312)236-7516
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-368-4000
 Email: ch.tm@dlapiper.com
 Correspondent Name: Keith W. Medansky c/o DLA Piper Rudnick
 Address Line 1: P.O. Box 64807
 Address Line 4: Chicago, ILLINOIS 60664-0807

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:

CH \$65.00 76279391

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Helen Gentry

Signature:

/hgentry/

Date:

03/11/2005

Total Attachments: 7

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Execution Copy

IP RIGHTS ASSIGNMENT AGREEMENT

dated 6 March 2003

entered into by and between

INVESTERINGSMAATSCHAPPIJ HELVETIA B.V.

as Assignor

and

SPYKER INTERNATIONAL MOTOR HOLDING B.V.

as Assignee

Stibbe
AMSTERDAM

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REEL: 003044 FRAME: 0813

THIS AGREEMENT is made on 6 March 2003

BETWEEN

- (1) **INVESTERINGSMAATSCHAPPIJ HELVETIA B.V.**, a private company with limited liability (B.V.), incorporated and existing under the laws of the Netherlands, having its corporate seat in Baarn and its principal office at De Beaufortlaan 4, 3743 DS Baarn, the Netherlands, validly represented by Mr V.R. Muller (the "Assignor");
- (2) **SPYKER INTERNATIONAL MOTOR HOLDING B.V.**, a private company with limited liability (B.V.), incorporated and existing under the laws of the Netherlands, having its corporate seat in Baarn and its principal office at De Beaufortlaan 6, 3743 DS Baarn, the Netherlands, validly represented by Mr V.R. Muller on behalf of Helvetia Management B.V. (the "Assignee");

The parties 1 and 2 together referred to as the "Parties" (and in the singular as a "Party").

RECITAL

- assignor is the legal owner (*juridisch eigenaar*) of copyrights, database rights, designs, internet domain names, licensee rights, patents, trademarks, tradenames and/or trade secrets related to the Dutch car brand Spyker, along with any and all income, royalties, damages and payments at any time due or payable to Assignor with respect thereto, including without limitation damages and payments for past or future infringements or misappropriations thereof, in any state or country, (hereinafter: the "IP Rights"). The IP Rights include the rights and/or items as set forth in Annex 1;
- the parties have entered into an agreement on 3 September 2000 (the "Existing Agreement") which is attached hereto as Annex 2. Pursuant to the Existing Agreement the Assignee already has obtained the beneficial ownership (*economisch eigendom*) of all trademark rights related to the Dutch car brand Spyker;
- the Assignee is performing a reorganisation following the equity and debt investment by Talpa Management B.V. (the "Talpa Investment"). Pursuant to the terms of the Talpa Investment, the Parties have agreed to assign the IP Rights from the Assignor to the Assignee.

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth in this agreement (the "Agreement"), the Parties hereby agree as follows:

1 Transfer and assignment

- 1.1 The Assignor hereby assigns and transfers to the Assignee any and all rights, title and interest in the IP Rights, free and unencumbered. Assignee hereby accepts such

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rights, title and interest in the IP Rights.

- 1.2 The Assignee acquires the IP Rights from the Assignor free of charge.
- 1.3 The Assignor shall make, do or execute all documents, acts, matters or writings which the Assignee deems necessary or desirable to give full effect to the provisions of the Agreement. For that purpose the Agreement or extracts thereof may be registered with the relevant patent and/or trademark office(s).
- 1.4 For the event that for any part of any of the IP Rights, the Agreement would not fully constitute full transfer and assignment of any and all rights, title and interest and additional requirements would apply to that effect, the Assignor hereby grants to Assignee, and Assignee hereby accepts, the unlimited, worldwide, perpetual, royalty-free exclusive license to use and exploit such IP Rights as of the date of undersigning the Agreement until any and all such additional requirements for full transfer and assignment have been executed and effectuated.

2 Miscellaneous

- 2.1 The Assignor warrants that it is the owner of the IP Rights and that third parties do not have any direct or indirect rights, titles or interests in the IP Rights or in relation thereto, except for the beneficial ownership (*economisch eigendom*) of all trademark rights related to Spyker by the Assignee.
- 2.2 The Assignor states to its best knowledge that it is not aware of any wrongful use by any third party of the IP Rights and the Assignor furthermore states that to its best knowledge the IP Rights are not infringing any rights of third parties.
- 2.3 The Assignor shall render to the Assignee, at the Assignee's first request, any reasonable assistance which the Assignee deems necessary or desirable to defend or prosecute any of the IP Rights, provided that any and all reasonable costs and expenses of the Assignor shall be reimbursed by the Assignee.
- 2.4 The Agreement shall in all respects be exclusively governed by and deemed to have been construed in accordance with the laws of The Netherlands.
- 2.5 Any dispute or claim arising out of or in connection with the Agreement shall be referred to and exclusively and finally settled by the competent court in The Hague, The Netherlands.


Execution Copy

Thus agreed and signed on 6 March 2003,

Spyker International Motor Holding B.V.


by : V.R. Muller
on behalf of Helvetia Management B.V.
its : Managing Director

Investeringsmaatschappij Helvetia B.V.


by : V.R. Muller
its : Managing Director

Small Case Report

Printed: 22-01-2003

Case	Applicant	Opponent	App No/Date	Reg No/Date	Renewal / Closed	Classes
KSD0312NL00		ALGEMEEN				
82088E000	Banlux	SPYCAM				
V0710CAA0	Investingmaatschappij Helvetia B.V. SPYKER		1108875 09-07-2001			12
V0710E00	Investingmaatschappij Helvetia B.V. SPYKER		1408813 03-12-1998	1408813 17-04-2001	03-12-2008	12
V0710E00	Investingmaatschappij Helvetia B.V. SPYKER		620247 26-11-2001			12
V0710E00	Investingmaatschappij Helvetia B.V. SPYKER		76278281 02-07-2001			12
V0710E00	Investingmaatschappij Helvetia B.V. SPYKER		1108874 09-07-2001			12
V0710E00	Investingmaatschappij Helvetia B.V. SPYKER		1643412 07-03-2000	1643412 12-06-2001	07-03-2010	12
V0710E00	Investingmaatschappij Helvetia B.V. SPYKER		494880 09-07-2001	744408 30-04-2002	09-07-2011	12
V0710E00	Investingmaatschappij Helvetia B.V. SPYKER		76278144 02-07-2001			12
V0209E00	Investingmaatschappij Helvetia B.V. SPYKER		1988222 12-12-2000			03, 09, 14, 18, 23, 28
V0209E00	Investingmaatschappij Helvetia B.V. SPYKER		12-12-2000			03, 09, 14, 18, 23, 28
V0411B000	Investingmaatschappij Helvetia B.V. SPYKER		979743 12-12-2000	097674 12-12-2000	12-12-2010	03, 09, 12, 14, 18, 23, 28

Spaakfeitelijke Naam: N/A - Investingmaatschappij Helvetia B.V.

By: [Signature]

Small Case Report

Printed: 22-01-2003

Case	Applicant	Catchword	Appl No/Date	Reg No/Date	Renewed / Closed	Classes
V6142BX00 Benetton	Investing in a... Helvetia B.V. / SPYKER Beeldmerk		97/974 12-12-2000	684803 12-12-2000	12-12-2010	03, 09, 12, 14, 18, 25, 28
V6142E100 European Gemeenschap EG	Investing in a... Helvetia B.V. / SPYKER Beeldmerk		1998038 12-12-2000	1998938 04-02-2002	12-12-2010	03, 06, 14, 18, 25, 28
V6374E00 European Gemeenschap EG	Investing in a... Helvetia B.V. / AEROLADE		2101780 23-02-2001	2101780 02-05-2002	23-02-2011	12
V6375E100 European Gemeenschap EG	Investing in a... Helvetia B.V. / LAVIOLETTE		2101784 23-02-2001	2101784 02-05-2002	23-02-2011	12
V6400E00 European Gemeenschap EG	Investing in a... Helvetia B.V. / WISE		2116531 06-03-2001			12
V6998E00 European Gemeenschap EG	Investing in a... Helvetia B.V. / Stimuliel		2413241 20-10-2001			12

End of Report



The undersigned, Cindy Claudia Smid, prospective civil-law notary, residing in Amsterdam, The Netherlands, acting as a legal substitute (*waarnemer*) for Paul Hubertus Nicolaas Quist, civil-law notary in Amsterdam, The Netherlands, herewith certifies that the attached copy is a fully identical photocopy of the original document, which was shown to the undersigned and which document has been returned to the holder, after the attached photocopy was examined and found to be identical with the same.

Amsterdam, 6 June 2003.

A handwritten signature in black ink, appearing to be "Cindy Smid", written in a cursive style.

