

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bentley Motors Limited		11/04/2005	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bayerische Motoren Werke Aktiengesellschaft		
<b>Street Address:</b>	Petuelring 130		
<b>City:</b>	Munich		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	80809		
<b>Entity Type:</b>	Aktiengesellschaft: GERMANY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1021031	CORNICHE	
<b>Registration Number:</b>	1045862	CAMARGUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)383-6610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-0800		
<b>Email:</b>	longot@howrey.com		
<b>Correspondent Name:</b>	Trina A. Longo		
<b>Address Line 1:</b>	1299 Pennsylvania Avenue, N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004-2402		
<b>ATTORNEY DOCKET NUMBER:</b>	01139.0306.TMUS00		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			

CH \$65.00 1021031

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Trina A. Longo

Signature:

/trina a longo/

Date:

12/14/2005

**Total Attachments: 10**

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Dated this 4<sup>th</sup> day of November 2005

Between

**BENTLEY MOTORS LIMITED**

and

**BAYERISCHE MOTOREN WERKE  
AKTIENGESELLSCHAFT**

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**DEED OF ASSIGNMENT  
OF TRADE MARKS**

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DEED OF ASSIGNMENT made the 4th day of November 2005

**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.

### **3. Completion**

3.1 Upon completion of this Assignment, the Assignor shall deliver to the Assignee:-

3.1.1 a signed copy of this Deed of Assignment;

3.1.2 A list of renewals due for the registered Trade Marks and any deadlines with respect to any current opposition matters in the period of 12 months following the Effective Date;

3.1.3 A list of all current licences of the Trade Marks with validity after December 31, 2002 that the Assignor or any member of the Assignor Group is aware of and copies of such licensing agreements.

3.2 As soon as practicable following the completion of this Assignment, (and in any event with respect to 3.2.2 to 3.2.5 no later than December 31, 2005) the Assignor shall deliver or procure to be delivered to the Assignee, or as directed by the Assignee,;

3.2.1 all assignments with respect to the Trade Marks necessary to vest in the Assignee clear unencumbered title to the Trade Marks, which the Assignee requests the Assignor to execute.

3.2.2 Registration Certificates (which shall include Renewal Certification) for the registered Trade Marks;

3.2.3 details of any infringements of the Trade Marks of which the Assignor is aware of.

- 3.2.4 Records relating to pending applications for the Trade Marks;
- 3.2.5 all unarchived records and documents in the possession custody or control of the Assignor relating to the Trade Marks and any infringement of the Trade Marks.
- 3.3 The Assignor shall deliver such archived records and documents of which it becomes aware and which are within its control relating to the Trade Marks and infringements of the Trade Marks within 30 days of locating such records.

#### 4. Further Assurance

- 4.1 The Assignor covenants that at the cost and request of the Assignee at any time and from time to time it will promptly execute and deliver to the Assignee such further instruments of assignment and transfer prepared by the Assignee and shall take such further actions as the Assignor may reasonably request in order effectively to transfer and record title to the Trade Marks in the name of the Assignee and to confer on the Assignee all rights of action in relation to any infringement, passing off, unfair competition or similar action by third parties in relation to the Trade Marks.
- 4.2 Without limiting the generality of the obligations set out in clause 4.1 above, the Assignor agrees as follows:
- 4.2.1 to execute further confirmatory assignments of the Trade Marks which are required for the recordal of the assignments at any national Trade Mark Office;
- 4.2.2 To provide any necessary consents or documents which may be required for the recordal of assignments of the Trade Marks at any national Trade Mark Office;
- 4.2.3 To forthwith forward to the Assignee any notices or correspondence which it may receive relating to the Trade Marks;
- 4.2.4 To pay any renewal fees relating to the Trade Marks which may fall due prior to the Effective Date.

#### 5. Notices

Any notice or communication relating to this Deed of Assignment shall be made in writing addressed to the parties at their respective registered offices stated in this Deed and in the case of the Assignor shall be marked for the attention of Legal Department, Mr. Andrew Armitage and in the case of the Assignee shall be marked for the attention of BMW Group Legal Department (AJ, General Counsel).

**6. Announcements**

Neither party shall make any announcement relating to this Assignment unless otherwise agreed by the other party.

**7. Law and Jurisdiction**

This Deed of Assignment shall be governed by and construed in accordance with English law and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.



SCHEDULE 1

15 September 2005

Country: United States of America

Trademark List by Country

Page: 13

Trademark	Case Number/SubCase	Application Number/Date	Publication Number/Date	Registration Number/Date	Status
CAMARGUE	754 -/			1045862 10-Aug-1976	Registered Next Renewal 10-Aug-2006

*Class(es):* 12 Int.  
*Agent Name:*  
*Client:* Bentley Motors Limited  
*Owner:* Rolls Royce Motor Cars Limited

*Attorney(s):*  
*Agent Ref:*  
*Client Ref:*

15 September 2005

Country: United States of America

Trademark List by Country

Page: 118

Trademark	Case Number/SubCase	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CORNICHE	754 288/			1021031 23-Sep-1975	Archived 23-Sep-2005

*Class(es):* 12 Int.  
*Agent Name:*  
*Client:* Bendey Motors Limited  
*Owner:* Rolls Royce Motor Cars Limited

*Attorney(s):* HXF  
*Agent Ref:*  
*Client Ref:*

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**

.....  
Director

.....  
Director Secretary

in the presence of  
.....

Signed as a Deed  
For and on behalf of  
**BAYERISCHE MOTOREN WERKE AKTIENGESELLSCHAFT**  
ppa.

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

i.v. ppa .

.....  
Head of Department of Trademarks

in the presence of

i.v. *Abesner*  
.....