

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|-----------------------------|
| Aston Martin Lagonda Limited | | 07/12/2007 | CORPORATION: UNITED KINGDOM |

RECEIVING PARTY DATA

| | |
|-----------------|--------------------------|
| Name: | WestLB, AG LONDON BRANCH |
| Street Address: | 25 Basinghall Street |
| City: | London |
| State/Country: | UNITED KINGDOM |
| Postal Code: | EC2V 5HA |
| Entity Type: | TRUSTEE: UNITED KINGDOM |

PROPERTY NUMBERS Total: 14

| Property Type | Number | Word Mark |
|----------------|----------|--------------|
| Serial Number: | 72242777 | ASTON MARTIN |
| Serial Number: | 73779994 | ASTON MARTIN |
| Serial Number: | 74363574 | ASTON MARTIN |
| Serial Number: | 73476970 | ASTON MARTIN |
| Serial Number: | 73475405 | ASTON MARTIN |
| Serial Number: | 78368406 | DB |
| Serial Number: | 78205278 | DB9 |
| Serial Number: | 73780002 | LAGONDA |
| Serial Number: | 73476965 | LAGONDA |
| Serial Number: | 78563433 | |
| Serial Number: | 78563389 | |
| Serial Number: | 75903339 | VANQUISH |
| Serial Number: | 73475403 | VANTAGE |
| Serial Number: | 73475402 | VOLANTE |

OP \$365.00 72242777

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (503)248-5613
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: pat@hancockhughey.com
Correspondent Name: Patrick W. Hughey
Address Line 1: P. O. Box 6553
Address Line 4: Portland, OREGON 97228

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|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 1085-078-PWH |
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DOMESTIC REPRESENTATIVE

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

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Patrick W. Hughey |
|--------------------|-------------------|

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|------------|--------------|
| Signature: | /pwh #31169/ |
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| Date: | 10/10/2007 |
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Total Attachments: 26
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Execution Copy

SECURITY AGREEMENT
(Patents and Trademarks)

THIS SECURITY AGREEMENT (this "Agreement"), dated as of July 12, 2007, is made and given by ASTON MARTIN LAGONDA LIMITED, a company incorporated under the laws of England & Wales with registration number 1199255 (the "Grantor"), to WESTLB AG, LONDON BRANCH, as security trustee to the Finance Parties defined below (in such capacity, the "Security Trustee").

RECITALS

A. Primrosehaven Limited, a company incorporated under the laws of England and Wales with registration number 6137891 ("Bidco"), is party to an investment agency agreement dated as of 31 May 2007 (as amended, restated or otherwise modified from time to time, the "Investment Agency Agreement") by and among Bidco, the participants from time to time party thereto (the "Participants"), the Security Trustee, as trustee on behalf of the Finance Parties (as such term is defined below), and WestLB AG, London Branch as investment agent (the "Investment Agent"), pursuant to which the Participants have appointed the Investment Agent as their agent for purposes of the Murabaha Agreement (as such term is defined below), and the Finance Parties have appointed the Security Trustee as trustee to hold the Transaction Security (as such term is defined in the Murabaha Agreement) on their behalf.

B. Bidco and the Investment Agent, on behalf of the Participants, are parties to a Master Murabaha Agreement (as amended, restated or otherwise modified from time to time, the "Murabaha Agreement") dated as of 31 May 2007 pursuant to which Bidco and the Investment Agent, on behalf of the Participants, will buy and sell commodities to and from each other pursuant to the terms thereof.

C. In connection with the Murabaha Agreement, the Grantor has become a party to the Investment Agency Agreement and to a composite guarantee (as amended, restated or otherwise modified from time to time, the "Guarantee") dated as of 31 May 2007 pursuant to which it and the other guarantors party thereto have guaranteed the obligations of Bidco under the Finance Documents (as such term is defined below).

D. It is a condition subsequent to the Murabaha Agreement that the Grantor execute and deliver this Agreement.

E. The Grantor expects to derive benefits from the purchase and sale of commodities by the Investment Agent pursuant to the Murabaha Agreement and finds it advantageous, desirable and in its best interests to comply with the requirement that this Agreement be executed and delivered to the Security Trustee.

NOW, THEREFORE, in consideration of the premises and in order to induce the

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Investment Agent to continue purchasing and selling commodities pursuant to the Murabaha Agreement, the Grantor hereby agrees with the Security Trustee (as trustee for the Finance Parties) as follows:

Section 1. Defined Terms.

1(a) As used in this Agreement, the following terms shall have the meanings indicated:

“Bidco” shall have the meaning given to such term in Recital A above.

“Business Days” shall have the meaning given such term in the Murabaha Agreement.

“Collateral” shall mean all property and rights in property now owned or hereafter at any time acquired by the Grantor in or upon which a Security Interest is granted to the Security Trustee by the Grantor under this Agreement.

“Default Notice” shall have the meaning given to such term in the Murabaha Agreement.

“Event of Default” shall have the meaning given to such term in the Murabaha Agreement.

“Finance Documents” shall have the meaning given to such term in the Murabaha Agreement.

“Finance Parties” shall have the meaning given to such term in the Murabaha Agreement.

“Financing Statement” shall have the meaning given to such term in Section 3 hereof.

“Guarantee” shall have the meaning given to such term in Recital C above.

“Investment Agency Agreement” shall have the meaning given to such term in the Murabaha Agreement.

“Lien” shall mean any security interest, mortgage, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device (including the interest of the lessors under capitalized leases), in, of or on any assets or properties of the Person referred to.

“Murabaha Agreement” shall have the meaning given to such term in Recital B above.

“Obligations” shall mean all liabilities of Bidco and the Pledgor to the Finance

Parties under or pursuant to the Finance Documents.

“Participants” shall have the meaning given such term in Recital A above.

“Patents” means all of the Grantor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A attached hereto.

“Perfection Requirement” shall have the meaning given to such term in the Murabaha Agreement.

“Person” shall mean any individual, corporation, partnership, limited partnership, limited liability company, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision or any other entity, whether acting in an individual, fiduciary or other capacity.

“Security Interest” shall have the meaning given such term in Section 2 hereof.

“Security Period” shall have the meaning given to such term in the Murabaha Agreement.

“Trademarks” means all of the Grantor’s right, title and interest in and to:
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B attached hereto.

1(b) All other terms used in this Agreement which are not specifically defined herein shall have the meaning assigned to such terms in Article 9 of the Uniform Commercial Code as in effect in the State of New York

1(c) Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the singular, the plural and “or” has the inclusive meaning represented by the phrase “and/or.” The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Sections are references to Sections in this Agreement unless otherwise provided.

1(d) The principles of construction set out in Clause 1.2 (*Construction of Certain Terms*) of the Murabaha Agreement shall apply to this Agreement, insofar as they are relevant to it.

Section 2. Grant of Security Interest. As security for the payment and performance of all of the Obligations, the Grantor hereby grants to the Security Trustee, for the benefit of the Finance Parties, a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in all of the Grantor's right, title, and interest in and to the following, whether now or hereafter owned, existing, arising or acquired and wherever located:

2(a) All Patents and Trademarks, all general intangibles constituting Patents and Trademarks, and all proceeds (including insurance proceeds) of the foregoing.

This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060

Section 3. Representations and Warranties: Title to Collateral.

3(a) The Grantor (i) is the applicant for any application for trade marks described in Exhibit B attached hereto (each a "Relevant Trade Mark Application"); (ii) is not aware of any reason why its entitlement so to make any Relevant Trade Mark Application should be challenged; and (iii) is not, to the best of its knowledge, aware of any reason why any Relevant Trade Mark Application will not proceed to registration.

3(b) The Grantor shall at all times during the Security Period promptly notify the Security Trustee if it receives notification, or otherwise becomes aware, of any actual, alleged, threatened or suspected: (i) infringement of any Collateral; (ii) infringement of any third party's trade marks or other intellectual or other rights arising from the use of any Collateral; or (iii) cancellation or other adverse legal action in respect of any Collateral.

3(c) The Grantor has (or will have at the time it acquires rights in Collateral hereafter acquired or arising) and will maintain so long as the Security Interest may remain outstanding, title to each item of Collateral (including the proceeds and products thereof), free and clear of all Liens except the Security Interest and any Liens permitted by the Finance Documents. The Grantor will defend the Collateral against all claims or demands of all Persons (other than the Security Trustee) claiming the Collateral or any interest therein. As of the date of execution of this Agreement, no effective financing statement or other similar document used to perfect and preserve a security interest under the laws of any jurisdiction (a "Financing Statement") covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of the Security Trustee relating to this Agreement and except such as are permitted by the Finance Documents.

Section 4. Disposition of Collateral. Except as permitted by the Finance Documents, the Grantor will not sell, lease or otherwise dispose of, or discount or factor with or without recourse, any Collateral.

Section 5. Names, Offices, Locations, Jurisdiction of Organization. The Grantor's legal name (as set forth in its constituent documents filed with the appropriate governmental

official or agency) is as set forth in the opening paragraph hereof. The jurisdiction of organization of the Grantor is the State of Connecticut, and the organizational number of the Grantor is set forth on the signature page of this Agreement. The chief place of business and chief executive office of Grantor are located at its address set forth on the signature page hereof. The Grantor will not locate or relocate any item of Collateral into any jurisdiction in which an additional Financing Statement would be required to be filed to maintain the Security Trustee's perfected security interest in such Collateral without first providing thirty (30) days notice to the Security Trustee. The Grantor will not change its name, the location of its chief place of business and chief executive office or its corporate structure (including without limitation, its jurisdiction of organization) unless the Security Trustee has been given at least 30 days prior written notice thereof and the Grantor has executed and delivered to the Security Trustee such Financing Statements and other instruments required or appropriate to continue the perfection of the Security Interest.

Section 6. Further Assurances; Attorney-in-Fact.

6(a) The Grantor agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Security Trustee may reasonably request, in order to perfect and protect the Security Interest granted or purported to be granted hereby or to enable the Security Trustee to exercise and enforce its rights and remedies hereunder with respect to any Collateral (but any failure to request or assure that the Grantor execute and deliver such instrument or documents or to take such action shall not affect or impair the validity, sufficiency or enforceability of this Agreement and the Security Interest, regardless of whether any such item was or was not executed and delivered or action taken in a similar context or on a prior occasion). Without limiting the generality of the foregoing, the Grantor will, promptly and from time to time at the request of the Security Trustee: (i) execute and file such Financing Statements or continuation statements in respect thereof, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Security Trustee may reasonably request, in order to perfect, preserve, and enhance the Security Interest granted or purported to be granted hereby; and (ii) obtain from any bailee holding any item of Collateral an acknowledgement, in form satisfactory to the Security Trustee that such bailee holds such collateral for the benefit of the Security Trustee.

6(b) The Grantor hereby authorizes the Security Trustee to (i) file this Agreement (including all exhibits attached hereto) with the United States Patent and Trademark Office and (ii) file one or more Financing Statements or continuation statements in respect thereof, and amendments thereto, relating to all or any part of the Collateral without the signature of the Grantor where permitted by law. The Grantor irrevocably waives any right to notice of any such filing. A photocopy or other reproduction of this Agreement or any Financing Statement covering the Collateral or any part thereof shall be sufficient as a Financing Statement where permitted by law.

6(c) In furtherance, and not in limitation, of the other rights, powers and remedies granted to the Security Trustee in this Agreement, the Grantor hereby appoints the

Security Trustee the Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in the Security Trustee's good faith discretion, to take any action (including the right to collect on any Collateral) and to execute any instrument that the Security Trustee may reasonably believe is necessary or advisable to accomplish the purposes of this Agreement, in a manner consistent with the terms hereof.

6(d) The rights of the Security Trustee under this Section may only be exercised after:

- i. a Default Notice has been served; or
- ii. a Perfection Requirement then required to be performed under a Finance Document has not been carried out in a manner satisfactory to the Security Trustee within five (5) Business Days of the Security Trustee's demand for performance thereof.

Section 7. Taxes and Claims. The Grantor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest, as well as all other claims of any kind (including claims for labor, material and supplies) against or with respect to the Collateral, except to the extent such taxes, charges or claims are being contested in good faith by appropriate proceedings.

Section 8. Books and Records. The Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including a record of all payments received and credits granted with respect to all items included in the Collateral.

Section 9. Grantor's Use of the Patents and Trademarks. The Grantor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default Notice has been served.

Section 10. Action by the Security Trustee. If the Grantor at any time fails to perform or observe any of the foregoing agreements, the Security Trustee shall have (and the Grantor hereby grants to the Security Trustee) the right, power and authority (but not the duty) to perform or observe such agreement on behalf and in the name, place and stead of the Grantor (or, at the Security Trustee's option, in the Security Trustee's name) and to take any and all other actions which the Security Trustee may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of Liens, the procurement and maintenance of insurance, the execution of assignments, security agreements and Financing Statements, and the indorsement of instruments).

Section 11. The Security Trustee's Duties. The powers conferred on the Security Trustee hereunder are solely to protect its interest in the Collateral and shall not impose any duty

upon it to exercise any such powers. The Security Trustee shall be deemed to have exercised reasonable care in the safekeeping of any Collateral in its possession if such Collateral is accorded treatment substantially equal to the safekeeping which the Security Trustee accords its own property of like kind. Except for the safekeeping of any Collateral in its possession and the accounting for monies and for other properties actually received by it hereunder, the Security Trustee shall have no duty, as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not the Security Trustee has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any Persons or any other rights pertaining to any Collateral.

Section 12. Remedies on Default. Upon the service of a Default Notice and at any time thereafter:

12(a) The Security Trustee shall be entitled to transfer the Patents and Trademarks pursuant to an Assignment of Patents and Trademarks substantially in the form attached hereto as Exhibit C. The Grantor hereby acknowledges and agrees that, following service of a Default Notice, it shall execute such Assignment of Patents and Trademarks upon the Security Trustee's request and that, absent a signature by the Grantor and pursuant to the Power of Attorney granted to the Security Trustee in Section 6(c) hereof, the Security Trustee may complete and execute such Assignment of Patents and Trademarks on behalf of the Grantor.

12(b) The Security Trustee may exercise and enforce any and all rights and remedies available under the Finance Documents.

12(c) The Security Trustee may exercise and enforce any and all rights and remedies available upon default to a secured party under Article 9 of the Uniform Commercial Code as in effect in the State of New York

12(d) Any disposition of Collateral may be in one or more parcels at public or private sale, at any of the Security Trustee's offices or elsewhere, for cash, on credit, or for future delivery, and upon such other terms as the Security Trustee may reasonably believe are commercially reasonable. The Security Trustee shall not be obligated to dispose of Collateral regardless of notice of sale having been given, and the Security Trustee may adjourn any public or private sale from time to time by announcement made at the time and place fixed therefor, and such disposition may, without further notice, be made at the time and place to which it was so adjourned.

12(e) If notice to the Grantor of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given in the manner specified for the giving of notice in Section 16 hereof at least ten calendar days prior to the date of intended disposition or other action, and the Security Trustee may exercise or enforce any and all other rights or remedies available by law or agreement against the Collateral, against the Grantor, or against any other Person or property. The Security Trustee (i) may dispose of the Collateral in its then present condition or following such preparation and processing as the Security Trustee deems commercially reasonable, (ii)

shall have no duty to prepare or process the Collateral prior to sale, (iii) may disclaim warranties of title, possession, quiet enjoyment and the like, and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Collateral.

Section 13. Application of Proceeds. All cash proceeds received by the Security Trustee in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Security Trustee, be held by the Security Trustee as collateral for, or then or at any time thereafter be applied in whole or in part by the Security Trustee against, all or any part of the Obligations (including, without limitation, any expenses of the Security Trustee payable as, and to the extent, provided in Clause 12.6 of the Investment Agency Agreement).

Section 14. Waivers; Remedies; Marshalling. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Security Trustee. A waiver so signed shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any rights and remedies available to the Security Trustee. All rights and remedies of the Security Trustee shall be cumulative and may be exercised singly in any order or sequence, or concurrently, at the Security Trustee's option, and the exercise or enforcement of any such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Grantor hereby waives all requirements of law, if any, relating to the marshalling of assets which would be applicable in connection with the enforcement by the Security Trustee of its remedies hereunder, absent this waiver.

Section 15. Waiver of Defenses. The Grantor waives the benefit of any and all defenses and discharges available to a guarantor, surety, indorser or accommodation party, dependent on its character as such. Without limiting the generality of the foregoing, the Grantor (in such capacity) waives presentment, demand for payment, and notice of nonpayment or protest of any note or any other instrument evidencing any of the Obligations; and the Grantor agrees that its liability hereunder and the Security Interest hereby created shall not be affected or impaired in any way by any of the following acts and things (which the Security Trustee may do from time to time without notice to the Grantor): (a) by any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification, or other disposition of any of the Obligations or any evidence thereof or any collateral therefor, (b) by any acceptance or release of collateral for or guarantors of any of the Obligations, (c) by any failure, neglect or omission to realize upon or protect any of the Obligations, or to obtain, perfect, enforce or realize upon any collateral therefor, or to exercise any Lien upon or right of appropriation of any moneys, credits or property toward the liquidation of any of the Obligations, or (d) by any application of payments or credits upon any of the Obligations. The Security Trustee shall not be required, before exercising its rights under this Agreement, to first resort for payment of any of the Obligations to Bidco or any other Persons, its or their properties or estates, or any collateral, property, Liens or other rights or remedies whatsoever. During the Security Period, the Grantor agrees not to exercise any right of

contribution, recourse, subrogation or reimbursement available to the Grantor against Bidco or any other Person or property. The Grantor expects to derive benefits from the transactions resulting in the creation of the Obligations. The Security Trustee may rely conclusively on the continuing warranty, hereby made, that the Grantor continues to be benefited by the Security Trustee's purchase and sale of commodities pursuant to the Murabaha Agreement and the Security Trustee shall have no duty to inquire into or confirm the receipt of any such benefits, and this Agreement shall be effective and enforceable by the Security Trustee without regard to the receipt, nature or value of any such benefits.

Section 16. Notices. Any notice or other communication to any party in connection with this Agreement shall be in writing and shall be sent by manual delivery, facsimile transmission, overnight courier or United States mail (postage prepaid) addressed to such party at the address specified on the signature page hereof, or at such other address as such party shall have specified to the other party hereto in writing. All periods of notice shall be measured from the date of delivery thereof if manually delivered, from the date of sending thereof if sent by facsimile transmission, from the first business day after the date of sending if sent by overnight courier, or from four days after the date of mailing if mailed.

Section 17. Grantor Acknowledgments. The Grantor hereby acknowledges that (a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement, (b) the Security Trustee has no fiduciary relationship to the Grantor, the relationship being solely that of debtor and creditor, and (c) no joint venture exists between the Grantor and the Security Trustee.

Section 18. Continuing Security Interest. This Agreement shall (a) create a continuing security interest in the Collateral and shall remain in full force and effect until the end of the Security Period, (b) be binding upon the Grantor, its successors and assigns, and (c) inure to the benefit of, and be enforceable by, the Security Trustee and its successors, transferees, and assigns.

Section 19. Termination of Security Interest. At the end of the Security Period the Security Interest granted hereby shall terminate. Upon any such termination, the Security Trustee will return to the Grantor such of the Collateral then in the possession of the Security Trustee as shall not have been sold or otherwise applied pursuant to the terms hereof and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination. Any reversion or return of Collateral upon termination of this Agreement and any instruments of transfer or termination shall be at the expense of the Grantor and shall be without warranty by, or recourse on, the Security Trustee. As used in this Section, "Grantor" includes any assigns of Grantor, any Person holding a subordinate security interest in any of the Collateral or whoever else may be lawfully entitled to any part of the Collateral.

Section 20. Governing Law and Construction. **THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS**

PRINCIPLES, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION, THE EFFECT OF PERFECTION OR NONPERFECTION OR THE PRIORITY OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION, THE EFFECT OF PERFECTION OR THE NONPERFECTION OR THE PRIORITY OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

Whenever possible, each provision of this Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto.

Section 21. Consent to Jurisdiction. AT THE OPTION OF THE SECURITY TRUSTEE, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK; AND THE PLEDGOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT. THE PARTIES HERETO AGREE THAT THE COURTS SITTING IN NEW YORK CITY, NEW YORK ARE THE MOST APPROPRIATE AND CONVENIENT COURTS TO SETTLE DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY DISPUTE REGARDING THE EXISTENCE, VALIDITY OR TERMINATION OF THIS AGREEMENT) (EACH A "DISPUTE") AND, ACCORDINGLY, NO PARTY HERETO WILL ARGUE TO THE CONTRARY. THIS SECTION 21 IS FOR THE BENEFIT OF THE SECURITY TRUSTEE AND THE FINANCE PARTIES ONLY. AS A RESULT, NEITHER THE SECURITY TRUSTEE NOR ANY FINANCE PARTY SHALL BE PREVENTED FROM COMMENCING PROCEEDINGS RELATING TO A DISPUTE IN ANY OTHER COURTS WITH JURISDICTION. TO THE EXTENT ALLOWED BY LAW, THE SECURITY TRUSTEE AND THE FINANCE PARTIES MAY TAKE CONCURRENT PROCEEDINGS IN ANY NUMBER OF JURISDICTIONS.

Section 22. Waiver of Notice and Hearing. THE GRANTOR HEREBY WAIVES ALL RIGHTS TO A JUDICIAL HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE SECURITY TRUSTEE OF ITS RIGHTS TO POSSESSION OF THE COLLATERAL WITHOUT JUDICIAL PROCESS OR OF ITS RIGHTS TO REPLEVY, ATTACH, OR LEVY UPON THE COLLATERAL WITHOUT PRIOR NOTICE OR HEARING. THE GRANTOR ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY COUNSEL OF ITS CHOICE WITH RESPECT TO THIS PROVISION AND THIS AGREEMENT.

Section 23. **Waiver of Jury Trial.** EACH OF THE GRANTOR AND THE SECURITY TRUSTEE, BY ITS ACCEPTANCE OF THIS AGREEMENT, IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Section 25. **General.** All representations and warranties contained in this Agreement or in any other agreement between the Grantor and the Security Trustee shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. The Grantor waives notice of the acceptance of this Agreement by the Security Trustee. Captions in this Agreement are for reference and convenience only and shall not affect the interpretation or meaning of any provision of this Agreement.

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EXHIBIT A

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

[See attached table]

Table of Patents

| Patent ID | Historic Number | Country | Application Title | Abstract | Filed Date | Granted Date | Application No. | Patent No. |
|-----------|-----------------|---------|--|--|------------|--------------|-----------------|------------|
| 81104958 | 203-1066 | US | Assembly of a motor vehicle body and a powertrain and chassis module | <p>A vehicle front subframe assembly 44 comprises a pair of main longitudinal beams 45 each formed from an extrusion 12 with a flange casting 13 at the rear end and a suspension tower 47 at the other end. A pair of lower longitudinal beams 48, formed as castings, extend parallel to the main longitudinal beams 45, 46 and are connected by a welded cross member 49. Each lower longitudinal beam 45, 46 has a vertical rear flange 51 and a generally horizontal front flange 52 where it is attached to a corresponding flange face at the lower end of each suspension tower 47. Two intermediate longitudinal beams 53 are attached to the suspension towers 47 and a main cross-member 54 and forward of this are two crush</p> | 8/20/2004 | | 10/922698 | |

| Patent ID | Historic Number | Country | Application Title | Abstract | Filed Date | Granted Date | Application No. | Patent No. |
|-----------|-----------------|---------|---|---|------------|--------------|-----------------|------------|
| 81104962 | 203-1088 | US | Bonded Structural Joints and method of assembling such joints | <p>cans 55 to which is attached a bumper armature 56.</p> <p>A joint assembly 11 comprises a hollow extrusion member 12 of an asymmetrical hexagonal section and a flange casting 13 comprising a base flange 31 and several webs including a top web 33 and upper side webs 34, 35 which have joint faces 33A, 34A, 35A presented to corresponding joint areas on the outside of the extrusion 12 while a bottom web 36 and lower side webs 37, 38 have joint faces 36A, 37A, 38A which are presented to corresponding joint areas on the inside of the extrusion. To assemble the joint assembly 11, an adhesive is applied to the joint faces 33A, 34A, 35A, 36A, 37A, 38A. The extrusion 12 is then aligned with the flange casting 13 but offset</p> | 8/20/2004 | | 10/923487 | |

| Patent ID | Historic Number | Country | Application Title | Abstract | Filed Date | Granted Date | Application No. | Patent No. |
|-----------|-----------------|---------|-------------------|---|------------|--------------|-----------------|------------|
| | | | | <p>vertically. The extrusion 12 is then moved longitudinally towards the flange casting 13 to the full extent permitted by abutment of an extrusion end face 14 with steps 35B, 37B to bring the joint faces 33A, 34A, 35A, 36A, 37A, 38A into overlapping alignment with the corresponding joint areas on the extrusion 12, there being a substantial clearance (Fig.3) due to the vertical offset so that the adhesive on the joint faces does not contact the joint areas on the extrusion at this stage. Then the extrusion 12 is move transversely relative to the flange casting 13, i.e. upwards as seen, so that each joint face 33A, 34A, 35A, 36A, 37A, 38A complete with the adhesive is brought into contact with its corresponding joint area on the extrusion 12. Holes are then drilled or pierced and</p> | | | | |

| Patent ID | Historic Number | Country | Application Title | Abstract | Filed Date | Granted Date | Application No. | Patent No. |
|-----------|-----------------|---------|-------------------------------|---|------------|--------------|-----------------|------------|
| 81133706 | 204-0813 | US | Oil Tank for dry sump engines | <p>blind rivets inserted, the self-tightening action of the rivets helping to ensure full contact of the adhesive with the joint areas . The assembly of extrusion 12 and flange casting 13 is then placed in an oven to cure the adhesive</p> <p>An oil tank 10 for a dry sump engine has a housing 11 having an upper region 13 and a lower region 14 in which the oil is contained. The lower region 14 has an oil outlet 19 to feed a pump which supplies oil to the engine. The upper region 13 houses a swirl tube 16 connected to an oil inlet 17 for air to separate from the incoming oil. The upper region 13 includes an air outlet 15 and is provided with two dished baffle plates 30, 31 each shaped to form a collector area which slopes towards the swirl tube 16 in order to reduce droplets of</p> | 11/17/2005 | | 11/281309 | |

| Patent ID | Historic Number | Country | Application Title | Abstract | Filed Date | Granted Date | Application No. | Patent No. |
|-----------|-----------------|---------|----------------------------|---|------------|--------------|-----------------|------------|
| 81093698 | 203-0855 | US | A grill for a land vehicle | <p>condensation formed in the upper region flowing into the lower region 14. The wall of the swirl tube 16 is heated by the incoming oil to promote vaporisation of droplets of condensation collected in the collector area.</p> <p>The present invention provides (with reference to FIG1.) a land vehicle having a bodywork which defines an aperture (1) in which a grill (10) is secured by mounting means (20,21,22). The mount means (20,21,22) comprises an elastically deformable non-metallic material which can deform to allow the grill (10) to move relative to surrounding bodywork when the grill (10) receives an impact, thereby absorbing energy of the impact, and which can subsequently return to the original shape thereof and thereby restore the grill (10)</p> | 07/02/2003 | 26/07/2005 | 10/344295 | 6921117 |

| Patent ID | Historic Number | Country | Application Title | Abstract | Filed Date | Granted Date | Application No. | Patent No. |
|-----------|-----------------|---------|-------------------|--|------------|--------------|-----------------|------------|
| 81044468 | 203-0856 | US | Land vehicle | <p>to the pre-impact position thereof. The present invention also relates to a grill (10) compound of a composite material comprising fibres set in a matrix.</p> <p>The present invention relates to (with reference to FIG 3) a land vehicle having a pillar (16) which is a structural component of the vehicle and which is secured in a position by setting of a root portion of the pillar (16) in resinous material (20) provided in a cavity defined in a pillar support structure (15).</p> | 06/08/2002 | 16/09/2003 | 10/203309 | 6619715 |

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

[See attached table]

Table of Trademarks

| | | | | | | | | |
|------------------------------|----------|---------------------------|--------|---------------|--------------------------|-----------|---------|-------------|
| Aston Martin Lagonda Limited | 10013364 | ASTON MARTIN | 12 | Word | United States of America | 72/242777 | 840338 | 11 Feb 1966 |
| Aston Martin Lagonda Limited | 10013365 | ASTON MARTIN | 37 | Word | United States of America | 73/779994 | 1625214 | 10 Feb 1989 |
| Aston Martin Lagonda Limited | 10014815 | ASTON MARTIN Wings Device | 9 | Word & Device | United States of America | 74/363574 | 1903400 | 25 Feb 1993 |
| Aston Martin Lagonda Limited | 10014816 | ASTON MARTIN Wings Device | 37 | Word & Device | United States of America | 73/476970 | 1333643 | 23 Apr 1984 |
| Aston Martin Lagonda Limited | 10014817 | ASTON MARTIN Wings Device | 12 | Word & Device | United States of America | 73/475405 | 1409345 | 16 Apr 1984 |
| Aston Martin Lagonda Limited | 81097849 | DB | 12 | Word | United States of America | 78/368406 | | 16 Feb 2004 |
| Aston Martin Lagonda Limited | 81003098 | DB9 | 12, 37 | Word | United States of America | 78/205278 | 3083402 | 21 Jan 2003 |
| Aston Martin Lagonda Limited | 10003406 | LAGONDA | 37 | Word | United States of America | 73/780002 | 1604960 | 10 Feb 1989 |
| Aston Martin Lagonda Limited | 10003640 | LAGONDA Wings Device | 37 | Word & Device | United States of America | 73/476965 | 1335933 | 23 Apr 1984 |

TRADEMARK

REEL: 003637 FRAME: 0372

| | | | | | | | | |
|------------------------------|----------|--|---------------|-----------------------|--------------------------|-----------|---------|-------------|
| Aston Martin Lagonda Limited | 81115101 | TRADE DRESS OF ASTON MARTIN GRILL | 12 | Three dimensiona 1 | United States of America | 78/563433 | 3147659 | 09 Feb 2005 |
| Aston Martin Lagonda Limited | 81115102 | TRADE DRESS OF ASTON MARTIN SIDE VENTS | 12 | Three dimensiona 1 | United States of America | 78/563389 | 3191160 | 09 Feb 2005 |
| Aston Martin Lagonda Limited | 10005393 | VANQUISH | 7, 12, 27, 37 | Word | United States of America | 75/903339 | 2511756 | 25 Jan 2000 |
| Aston Martin Lagonda Limited | 10012015 | VANTAGE | 12 | Word | United States of America | 475403 | 1337773 | 16 Apr 1984 |
| Aston Martin Lagonda Limited | 10014821 | VOLANTE | 12 | Word | United States of America | 73/475402 | 1344238 | 16 Apr 1984 |

EXHIBIT C

ASSIGNMENT OF PATENTS AND TRADEMARKS

This Assignment (this "Assignment") having an effective date of _____, _____ is executed by and between ASTON MARTIN LAGONDA LIMITED, a company incorporated under the laws of England & Wales with registration number 1559668 (the "Assignor"), and _____, a _____, located and doing business at _____ (the "Assignee").

RECITALS

- A. The Assignor is the owner by assignment of the entire right, title and interest in and to certain United States Letters Patent, together with the invention(s) disclosed therein.
- B. The Assignee is desirous of acquiring the entire right, title, and interest in and to the aforesaid Letters Patent, together with the invention(s) disclosed therein, any and all causes of action and rights of recovery for past infringements of said Letters Patent, and all of the rights vested in said Assignor herein by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which Assignor became vested with said ownership, including the right, title, and interest in and to any and all improvements acquired pursuant to the terms of said instruments of assignment.
- C. The Assignor has adopted and owns certain trademarks which are the subject of pending intent-to-use applications in the U.S. Patent and Trademark Office (the "Marks").
- D. The Assignee is desirous of acquiring the Marks and applications therefor.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt in full of which is hereby acknowledged:

1. Assignor hereby sells, assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to (a) said Letters Patent of the United States together with the invention(s) disclosed therein, including each and every Letters Patent which is granted on any application which is a division, substitution or continuation of said Letters Patent, and in and to each and every reissue or extension of said Letters Patent and (b) the Marks, and the applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Marks, and including Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. As indicated below, each Mark is the subject of a verified allegation of use under §§ 1(c) or 1(d) of the Lanham Act

Exhibit A-1

that has been filed with the U.S. Patent and Trademark Office, or it is being assigned as part of a transfer of the entire business or portion thereof to which the Marks pertain as required by § 10 of the Lanham Act..

2. Assignor further sells, assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Letters Patent herein assigned.

3. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives.

4. Assignor hereby irrevocably authorizes WESTLB AG, LONDON BRANCH, or any successor collateral agent to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

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Exhibit A-2

TRADEMARK
REEL: 003637 FRAME: 0375

IN WITNESS WHEREOF, the parties have executed this Collateral Assignment as of the dates identified below.

ASTON MARTIN LAGONDA LIMITED (Assignor)

Date: _____ By: _____

Name: _____

Title: _____

_____ (Assignee)

Date: _____ By: _____

Name: _____

Title: _____

Exhibit A-3


IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ASTON MARTIN LAGONDA LIMITED

By: 

Name: AMR ALI ABU EL SEoud

Its: DIRECTOR



Name: MAHMOUD SAMY MOHAMED ALI EL SAYE

Its: DIRECTOR

Address for Grantor:

The Company Secretary
Aston Martin Lagonda Limited
Banbury Road
Gaydon
Warwickshire CV35 0DB
United Kingdom
Fax: +44(0) 1926 644 650

Acknowledged and Agreed:

WESTLB AG, LONDON BRANCH, as Security Trustee

By: _____
Name: _____
Its: _____

Address for the Security Trustee:

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Woolgate Exchange
25 Basinghall Street
London EC2V 5HA
United Kingdom
Attn.: Agency Desk
Fax: +44 20 7020 7620

[Signature Page to Security Agreement (Patents and Trademarks)]

