

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bayerische Motoren Werke Aktiengesellschaft		07/17/2007	COMPANY: GERMANY

RECEIVING PARTY DATA

Name:	Land Rover
Street Address:	Banbury Road
City:	Gaydon, Warwick, Warwickshire
State/Country:	UNITED KINGDOM
Postal Code:	CV35 0RR
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76496804	ROVER

CORRESPONDENCE DATA

Fax Number: (248)358-3351

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 248-358-4400

Email: hshovein@brookskushman.com, cingrao@brookskushman.com

Correspondent Name: Hope V. Shovein, Brooks Kushman P.C.

Address Line 1: 1000 Town Center

Address Line 2: 22nd Floor

Address Line 4: Southfield, MICHIGAN 48075

ATTORNEY DOCKET NUMBER:

LAND 4793 TUS

DOMESTIC REPRESENTATIVE

Name: Hope V. Shovein, Brooks Kushman P.C.

Address Line 1: 1000 Town Center, 22nd Floor

TRADEMARK

REEL: 003638 FRAME: 0910

900089240

CH \$40.00 76496804

Address Line 4: Southfield, MICHIGAN 48075

NAME OF SUBMITTER:

Hope V. Shovein

Signature:

/hope v shovein/

Date:

10/12/2007

Total Attachments: 7

source=ROVER Assignment - United States#page1.tif

source=ROVER Assignment - United States#page2.tif

source=ROVER Assignment - United States#page3.tif

source=ROVER Assignment - United States#page4.tif

source=ROVER Assignment - United States#page5.tif

source=ROVER Assignment - United States#page6.tif

source=ROVER Assignment - United States#page7.tif

Private and Confidential

Dated 17 July 2007

BAYERISCHE MOTOREN WERKE A.G. (1)

and

LAND ROVER (2)

DEED OF ASSIGNMENT

^NORTON ROSE

THIS DEED is dated 2007

and is made **BETWEEN**:

- (1) **BAYERISCHE MOTOREN WERKE A.G.** a company registered in Munich, Germany whose seat is at Peteulring 130, BMW Haus 80788 Munich, Germany (the "**Assignor**"); and
- (2) **LAND ROVER**, a company registered in England and Wales whose registered office is at Banbury Road, Gaydon, Warwick, Warwickshire CV35 0RR (the "**Assignee**").

WHEREAS:

- (A) the Assignor has agreed to assign all its rights, title and interest in and to the Trade Marks to the Assignee.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

1.1 In this Deed, unless the context otherwise requires:

"**Trade Marks**" means (i) the registered trade marks and applications therefor listed in Part A of Schedule 1 and (ii) such other trade marks, service marks, brand names, business names, logos or symbols (whether registered or not) as are owned by the Seller in relation to the marks listed in Part A of Schedule 1 (excluding any such rights in the mark "MARINE") and any combination of these marks including all associated goodwill, common law, copyright, design rights, unfair competition rights and all other rights in connection therewith having similar or equivalent effect anywhere in the world including any and all rights to the translation or transliteration of the same and such rights as the Seller may have to sue for and obtain relief in respect of acts of infringement occurring prior to the date of this Agreement.

"**Transaction Documents**" means the agreement for the sale and purchase of rights in the Trade Marks between the parties dated on or around the date of this Deed and all agreements entered into pursuant to that agreement.

- 1.1.1 references to a clause or Schedule are to a clause of, or a schedule to, this Deed, references to this Deed include its Schedules and references to a part or paragraph are to a part or paragraph of a Schedule to this Deed;
- 1.1.2 references to a party or parties shall be to a party or parties to this Deed;
- 1.1.3 references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term;
- 1.1.4 references to "including" or "includes" shall be deemed to mean, respectively, including without limitation;
- 1.1.5 words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include corporations, partnerships and other unincorporated associations or bodies of persons;
- 1.1.6 the contents table and the headings to clauses, Schedules, parts and paragraphs are inserted for convenience only and shall be ignored in interpreting this Deed; and
- 1.1.7 a reference to any statute or statutory provision (whether of the United Kingdom or elsewhere) includes:

TRADEMARK

REEL: 003638 FRAME: 0913

- (a) any subordinate legislation (as defined by section 21(1) Interpretation Act 1978) made under it; and
- (b) any provision which it has superseded or re-enacted (with or without modification), and any provision superseding it or re-enacting it (with or without modification), before or on the date of this Deed, or after the date of this Deed except to the extent that the liability of any party is thereby increased or extended.

1.2 The Schedule forms part of this Deed.

2. Assignment

- 2.1 The Assignor HEREBY ASSIGNS to the Assignee absolutely all its rights, title and interest in and to the 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 in the Trade Marks) whether taking place before or after the date of this Deed.
- 2.3 The Assignor shall at the Assignee's cost and expense do all acts and execute such documents as may be reasonably necessary to secure the vesting in the Assignee of all rights assigned to the Assignee by this Deed (including in respect of the filing of the Assignee's applications to register the Assignee as the proprietor of the Trade Marks with the relevant national authorities and any queries that any relevant national authorities have in relation to the applications for the Trade Marks which are not yet registered.)

3. General

- 3.1 Each party agrees that:
 - 3.1.1 the Transaction Documents supersede any prior discussions, understandings and agreements between the parties concerning their subject matter and, together with any document referred to herein, constitutes the entire and only agreement between the parties concerning such subject matter;
 - 3.1.2 the Transaction Documents have not been entered into in reliance on any Pre-contractual Statement which is not expressly set out in the Transaction Documents and each party hereby unconditionally and irrevocably waives any claims, rights or remedies arising by virtue of any Pre-contractual Statement not set out in the Transaction Documents. "**Pre-contractual Statement**" means any agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature (which is express or implied and whether or not in written or draft form) made or given by any person prior to the execution of this Deed in connection with any matters dealt with in this Deed; and
 - 3.1.3 the only rights or remedies available to either party in connection with this Deed are damages for breach of contract and, except as otherwise provided in this Deed, no party may terminate or rescind this Deed for breach of contract or for negligent or innocent misrepresentation or otherwise, provided always that nothing in this Deed shall exclude or limit any liability or right which arises as a result of any fraudulent or dishonest act, omission or statement.
- 3.2 No neglect, delay or indulgence on the part of either party in enforcing any term of this Deed will be construed as a waiver of any such term and no single or partial exercise of any rights or remedy under this Deed will preclude or restrict the further exercise or enforcement of any such right or remedy.
- 3.3 The liability of either party may in whole or in part be released, compounded or compromised and if the other party shall give time or indulgence to the person under such liability, this will in no way prejudice or affect that party's rights against any other person under the same or similar liability.

- 3.4 No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party.
- 3.5 No purported alteration of this Deed shall be effective unless it is in writing, refers to this Deed and is duly executed by each party.
- 3.6 This Deed may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument which shall not be effective until each party has executed at least one counterpart.
- 3.7 Each provision of this Deed is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, that provision shall to that extent be deemed not to form part of this Deed but (except to that extent in the case of that provision) it and all other provisions of this Deed shall continue in full force and effect and their validity, legality and enforceability shall not be thereby affected or impaired provided that the operation on this clause 3.7 would not negate the commercial intent and purpose of the parties under this Deed. The parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a provision which has a close an effect as is possible to the provision which no longer forms a part of this Deed.
- 3.8 Each of the parties shall be responsible for its respective legal and other costs incurred in relation to the negotiation, preparation and completion of this Deed and all ancillary documents.

4. Governing Law And Jurisdiction

- 4.1 This Deed shall be governed by and construed in accordance with the law of England and Wales.
- 4.2 Any dispute arising out of or in connection with this Deed including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The arbitration shall be administered by the LCIA.
- 4.3 The number of arbitrators shall be three. One arbitrator is to be nominated by the claimant, one by the respondent and the presiding arbitrator is to be appointed by the LCIA Court.
- 4.4 The seat, or legal place, of arbitration shall be London, England.
- 4.5 The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF the parties have executed this document as a Deed on the day and year first above written.

Report 3 - TM - Listing by Trademark, Country

TMID	Trademark	Country	Registered Owner	Classes	App No /App date	Reg No/ Reg Date	Status	Next Renewal
1588	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	14	1457185 19-Feb-1991	1457185 19-Feb-1991	REG	19-Feb-2008
774	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	6, 7, 8, 9, 11, 12, 16, 17, 20, 21, 26	286088	286088	REG	11-Sep-2014
777	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	7	721796	721796	REG	15-Sep-2012
721	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	12	35242 29-Jan-1884	35242 29-Jan-1884	REG	29-Jan-2016
800	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	12	288516 04-Dec-1906	288516 04-Dec-1906	REG	04-Dec-2014
223463	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	12	2066269 28-Mrz-1996	2066269 28-Mrz-1996	REG	28-Mrz-2016
13	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	6	1537647 05-Jun-1993	1537647 05-Jun-1993	REG	05-Jun-2010
776	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	12	699166 21-Jun-1951	699166 21-Jun-1951	REG	21-Jun-2010
249	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	36	2004682	2004682	REG	30-Nov-2014
2643	ROVER	United States	Bayerische Motoren Werke Aktiengesellschaft	12	13-Mar-2003 76/496804 30-Nov-1994	13-Mar-2003 76/496804 30-Nov-1994	PEN	

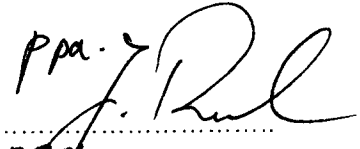
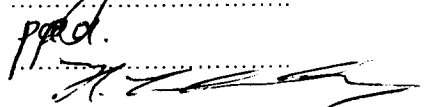
TRADEMARK

REEL: 003638 FRAME: 0916

Report 3 - TM - Listing by Trademark, Country

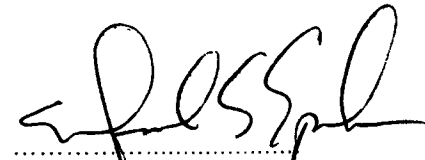
TMID	Trademark	Country	Registered Owner	Classes	App No /App date	Reg No/ Reg Date	Status	Next Renewal
1962	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	12	1518902 14-Nov-1992	1518902 14-Nov-1992	REG	14-Nov-2009
775	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	12	322122 26-Mrz-1910	322122 26-Mrz-1910	REG	26-Mrz-2008
2018	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	17	1537651 05-Jun-1993	1537651 05-Jun-1993	REG	05-Jun-2010
2019	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	20	1537652 05-Jun-1993	1537652 05-Jun-1993	REG	05-Jun-2010
2615	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	2, 6, 9, 16, 17, 20, 40, 41, 42, 22, 26, 28, 38, 39,	2021118 22-Mai-1995	2021118 22-Mai-1995	REG	22-Mai-2015
4850	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	25	2177402 16-Sep-1988	2177402 16-Sep-1988	REG	16-Sep-2008
4817	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	11	1537650 05-Jun-1993	1537650 05-Jun-1993	REG	05-Jun-2010
4816	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	9	1537649 05-Jun-1993	1537649 05-Jun-1993	REG	05-Jun-2010
4810	ROVER	United Kingdom	Bayerische Motoren Werke Aktiengesellschaft	7	1537648 05-Jun-1993	1537648 05-Jun-1993	REG	05-Jun-2010
4823	ROVER	Uruguay	Rover Group Limited	37	274686 20-Dez-1994	274686 23-Okt-1996	REG	23-Okt-2006

EXECUTED (but not delivered until the date hereof)
as a Deed by **BAYERISCHE MOTOREN WERKE A.G.**)
acting by:-)
)

ppa. 
ppa. 

being the person who, in accordance
with the laws of that territory, are
acting under the authority of
Bayerische Motoren Werke A.G.

EXECUTED (but not delivered until the date
hereof) as a Deed by **LAND ROVER**
acting by:-)
)
)
)


Director **CHIEF TM COUNSEL /**
SPECIAL POA
Director/Secretary