

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAND ROVER		11/11/2009	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	GE COMMERCIAL DISTRIBUTION FINANCE EUROPE LIMITED		
Also Known As:	AKA GE		
Street Address:	5 DASHWOOD LANG ROAD		
Internal Address:	THE BOURNE BUSINESS PARK		
City:	ADDLESTONE, SURREY KT15 2NY		
State/Country:	UNITED KINGDOM		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3702539	AUTOBIOGRAPHY	
Registration Number:	1803707	DEFENDER	
Registration Number:	0541722	LAND ROVER	
Registration Number:	3485024	LAND ROVER	
Registration Number:	3013262	LR2	
Registration Number:	2974438	LR3	
Registration Number:	3013263	LR4	
Registration Number:	0929034	RANGE ROVER	
Registration Number:	3697800	VOGUE	
Registration Number:	2871559	WESTMINSTER	
CORRESPONDENCE DATA			
Fax Number:	(703)739-9577		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

OP \$265.00 3702539

Phone: 703-739-4900
Email: btaylor@stites.com
Correspondent Name: BREWSTER TAYLOR
Address Line 1: 1199 NORTH FAIRFAX STREET
Address Line 2: SUITE 900
Address Line 4: ALEXANDRIA, VIRGINIA 22314-1437

ATTORNEY DOCKET NUMBER: 1711LT-0002-G000001908

DOMESTIC REPRESENTATIVE

Name: BREWSTER TAYLOR
Address Line 1: 1199 NORTH FAIRFAX STREET
Address Line 2: SUITE 900
Address Line 4: ALEXANDRIA, VIRGINIA 22314-1437

NAME OF SUBMITTER: Brewster Taylor

Signature: /BT/

Date: 11/17/2009

Total Attachments: 14
source=GE _LICENSE_AGREEMENT#page1.tif
source=GE _LICENSE_AGREEMENT#page2.tif
source=GE _LICENSE_AGREEMENT#page3.tif
source=GE _LICENSE_AGREEMENT#page4.tif
source=GE _LICENSE_AGREEMENT#page5.tif
source=GE _LICENSE_AGREEMENT#page6.tif
source=GE _LICENSE_AGREEMENT#page7.tif
source=GE _LICENSE_AGREEMENT#page8.tif
source=GE _LICENSE_AGREEMENT#page9.tif
source=GE _LICENSE_AGREEMENT#page10.tif
source=GE _LICENSE_AGREEMENT#page11.tif
source=GE _LICENSE_AGREEMENT#page12.tif
source=GE _LICENSE_AGREEMENT#page13.tif
source=GE _LICENSE_AGREEMENT#page14.tif

DATED 11 November 2009

JAGUAR CARS LIMITED (1)
LAND ROVER (2)
JAGUAR LAND ROVER NORTH AMERICA, LLC. (3)
LAND ROVER EXPORTS LIMITED (4)
JAGUAR CARS EXPORTS LIMITED (5)
and
GE COMMERCIAL DISTRIBUTION FINANCE EUROPE LIMITED (6)

INTELLECTUAL PROPERTY LICENCE

DATE OF AGREEMENT

11 NOVEMBER

2009

PARTIES

- (1) **JAGUAR CARS LIMITED** (Company Number 1672070) whose registered office is at Abbey Road, Whitley, Coventry, CV3 4LF ("**Jaguar**")
- (2) **LAND ROVER** (Company Number 4019301) whose registered office is at Banbury Road, Gaydon, Warwick, Warwickshire, CV35 0RR ("**Land Rover**")

(together Jaguar and Land Rover are the "**Borrowers**")
- (3) **JAGUAR LAND ROVER NORTH AMERICA, LLC** a limited liability company formed under the laws of the State of Delaware in the United States , registered with number 4700661 ("**JLRNA**");
- (4) **LAND ROVER EXPORTS LIMITED** (Company Number 01596703) whose registered office is Banbury Road, Gaydon, Warwick, Warwickshire CV35 0RR ("**LREL**");
- (5) **JAGUAR CARS EXPORTS LIMITED** (Company Number 01672065) whose registered office is Abbey Road, Whitley, Coventry CV3 4LF ("**JCEL**");

(together Jaguar, Land Rover, JLRNA, LREL and JCEL are the "**Obligors**")
- (6) **GE COMMERCIAL DISTRIBUTION FINANCE LIMITED** (Company Number 2549477) whose registered office is at 5 Dashwood Lang Road, The Bourne Business Park, Addlestone, Surrey KT15 2NY ("**GE**" in its capacities as Lender, Agent and Security Trustee)

INTRODUCTION

- A The Obligors have entered into or intend to enter into the Facility Agreement with GE (amongst others) under which a loan facility has been or is to be made available to the Borrowers.
- B In accordance with the Facility Agreement and pursuant to the Debenture, the Obligors have agreed to grant or will grant GE security over, amongst other things, all Inventory and Unfinished Vehicles.
- C The Obligors are the proprietors of the General Intellectual Property and Material Intellectual Property.
- D In the event of an Event of Default GE wishes to ensure that it has the right to use the General Intellectual Property and Material Intellectual Property so that GE may exercise any rights it may have pursuant to the Finance Documents in relation to Inventory and Unfinished Vehicles.
- E Pursuant to the Facility Agreement, the Obligors will also provide GE with data feeds from certain of the Obligors' IT systems to enable GE to track the status and location of Inventory and Unfinished Vehicles from time to time. The Obligors have therefore agreed to licence GE to use these data feeds for these purposes in accordance with the terms of this agreement.

- F The Obligors have therefore agreed to licence the General Intellectual Property and Material Intellectual Property to GE and to licence GE to use the data feeds in accordance with the terms of this agreement.
- G The Obligors have further agreed to formalise certain intra-group licences of their Intellectual Property, used for the purpose of the Obligors carrying on their respective businesses, in accordance with the terms of this agreement.

IT IS AGREED THAT:

1 DEFINITIONS

1.1 In this agreement (including the Introduction) the following words have the meanings set out below:

"Beneficiary" shall mean a third party having a beneficial or legal interest pursuant to the Finance Documents including but not limited to any liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer appointed pursuant to a Finance Document.

"Data" means any data and/or information relating to the Inventory, Unfinished Vehicles and their manufacture, promotion, distribution and/or supply which is provided or made available by or on behalf of the Obligors from time to time to GE through the Support Systems.

"Data Licence" has the meaning given to it in clause 2.5.

"Facility Agreement" means the agreement entered into or to be entered into by GE, the Obligors and certain other parties on or around the date of this agreement under which a loan facility is to be made available to the Borrowers.

"GE Licences" means the General Licence and the Data Licence.

"General Licence" has the meaning given in clause 2.1.

"Obligors' Intellectual Property" means the Material Intellectual Property and the General Intellectual Property.

"Obligor Licence" has the meaning given to it at clause 4.1.

"Purchaser" means any person who acquires the whole or any part of any Obligors' business.

"Termination Date" means the date on which all amounts owed by the Obligors under the Finance Document are irrevocably and finally paid in full.

1.2 All capitalized terms not defined herein shall have the meaning given to them in the Facility Agreement.

2 GRANT OF LICENCES TO GE

2.1 In consideration of GE entering into the Facility Agreement each of the Obligors hereby grants to GE a non-exclusive, royalty-free and irrevocable licence under the Obligor Intellectual Property to use and exploit such Intellectual Property to the extent reasonably required to enable GE to exercise any rights that GE may have or acquire pursuant to the Finance Documents to sell or otherwise dispose of or procure the sale or other disposal of the Inventory and/or the Unfinished Vehicles (the **"General Licence"**). For the avoidance of doubt, this includes the right to use such Intellectual Property to advertise or otherwise promote the sale or disposal of the Inventory and/ or the Unfinished Vehicles. Each Obligor warrants that the use and exploitation of that Obligor's Intellectual Property in accordance with the General Licence will not infringe the rights of any third party.

- 2.2 The General Licence provides the right to GE to grant a sub-licence of such Intellectual Property to an Obligor and/or any liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer acting on behalf of an Obligor to enable the sub- licensee to complete the manufacture of any Unfinished Vehicles existing at the date when GE enforces under the Facility Agreement (the "Purpose") including without limitation a right for any such officer to grant sub-licences to its servants, agents or sub-contractors to enable the officer to carry out the Purpose.
- 2.3 The licence granted under clause 2.1 shall commence on the date of this agreement (or in the case of any Intellectual Property acquired by an Obligor after the date of this agreement, the date on which the Obligor concerned acquires such Intellectual Property) and shall automatically terminate upon the Termination Date.
- 2.4 GE undertakes not to exercise the rights granted under clause 2.1 unless an Event of Default has occurred and is continuing.
- 2.5 In consideration of GE entering into the Facility Agreement, each of the Obligors hereby grants to GE a non exclusive, royalty free, irrevocable licence for the term of the Facility Agreement and any such further period as GE requires to exercise its rights and perform its obligations under the Finance Documents to use and exploit the Data to the extent reasonably required for the purposes of implementing and operating the Finance Documents and exercising any rights that GE may have or acquire pursuant to the Finance Documents (the "**Data Licence**").
- 2.6 GE undertakes to treat the Data as confidential information and not to disclose the Data to anyone other than a Beneficiary, an Obligor, Group Company or any Finance Party who has provided an equivalent undertaking. The Obligors warrant that the use and exploitation of such Data in accordance with the Data Licence will not infringe the rights of any third party. On termination of the Data Licence, GE shall be entitled to retain and use any Data previously licensed to it under the Data Licence but only for the purpose of maintaining its own records or to the extent required to comply with applicable laws and regulations.
- 2.7 GE acknowledges and agrees that in the event of any breach of the undertakings in clauses 2.4 and 2.6 by GE, the Obligors may suffer irreparable harm such that no monetary remedy is adequate protection, or appropriate compensation for, such harm. Accordingly, GE hereby agrees that the Obligors shall be entitled to specific performance of GE's obligations under this agreement, as well as such further injunctive relief as may be granted by a court of competent jurisdiction. This is in addition to any right the Obligors may have to claim for direct and/or consequential losses suffered and for any other remedy available as a result of the breach.
- 2.8 GE may not transfer, assign or sub-licence its rights under the GE Licences save that it may sub-licence its rights (subject to the restrictions contained herein) under the GE Licences to any successor to it as Agent or Security Trustee, any Beneficiary or any Obligors or members of the Parent Group (in each case without any right to further sub-licence other than to any further successor Agent or Security Trustee or for sub-licences granted by any Obligors or members of the Parent Group in the ordinary course of their respective businesses).
- 2.9 For the avoidance of doubt, the General Licence applies to all Intellectual Property that constitutes the Obligors' Intellectual Property as at the date of this agreement and shall continue to apply to such Intellectual Property notwithstanding the fact that such

Intellectual Property may subsequently be disposed of by any of the Obligors. It shall also extend, with effect from the date on which it is acquired, to any other Intellectual Property that is acquired by any Obligor at any time after the date of this agreement and prior to the termination of this agreement.

- 2.10 Each of the Obligors warrants and represents that no member of the Parent Group other than the Obligors own any Intellectual Property that is: (i) material to the continued operation of the business of any of the Obligors; or (ii) required for manufacture, promotion, sale or distribution of the Inventory or the Unfinished Vehicles as currently carried on by the Group.

3 REGISTRATION OF LICENCES TO GE

- 3.1 The Obligors acknowledge that GE may wish to record the General Licence in relation to the Material Intellectual Property at such trade mark or other official registries as GE determines and the Licensors shall (at the Obligors cost) provide all reasonable assistance (including without limitation, signing any documentation necessary) in connection with any such recordal.

4 CONFIRMATION OF LICENCES WITHIN THE GROUP

- 4.1 Each of the Obligors (each a "Licensor") hereby confirms to each of the other Obligors (each a "Licensee") that each such Licensee is and shall continue until the Termination Date (or such later date as the relevant Licensor may specify) to be licensed to use and exploit such of the Licensor's Intellectual Property as is:

- (a) used in the Licensee's business as at the date of this agreement; or
- (b) made available by or on behalf of the Licensor to the Licensee from time to time until the Termination Date or is used by or on behalf of the Licensee in the course of the Licensee's business from time to time until the Termination Date,

(the "Obligor Licence").

- 4.2 A Licensee may not transfer, assign or sub-license its rights under the licence, without the Licensor's consent, save that Licensors agree that in the event of any action or proceeding before any court or other governmental authority relating to bankruptcy, reorganisation, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, the insolvency estate or bankruptcy estate may assume and exploit the Licensee's rights under the Obligor Licence.
- 4.3 For the avoidance of doubt, the Obligor Licence applies to Intellectual Property owned by an Obligor as at the date of this agreement and shall continue to apply to such Intellectual Property notwithstanding the fact that such Intellectual Property may subsequently be disposed of by the Obligor. The Obligors further confirm that any Intellectual Property acquired by any Obligor at any time after the date of this agreement shall be licensed to GE on the same terms as the Obligors Licence with effect from the earlier of the date on which it is so acquired or used.

5 FURTHER ASSURANCE

Each of the licensors under this agreement shall, at the request of licensees under this agreement (or their respective nominees) do and execute or procure that there shall be

done and executed in a form or manner reasonably satisfactory to the licensee concerned such documents, deeds, matters, acts and things as the relevant licensee may at any time reasonably require so as to give full effect to the terms of this agreement and to protect the rights of the licensee concerned under it.

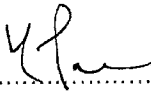
6 GENERAL

- 6.1 This agreement is governed by English law.
- 6.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including a dispute relating to the existence, validity or termination of this agreement) (a "**Dispute**"). The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 6.3 This agreement is a Finance Document.

IN WITNESS of which the parties have signed this agreement on the date set out above.

SIGNED by

KEVIN POLLARD




.....

A duly authorised representative

For and on behalf of JAGUAR CARS LIMITED

SIGNED by

KEVIN POLLARD



.....

A duly authorised representative

For and on behalf of LAND ROVER

SIGNED by

.....

A duly authorised representative

For and on behalf of JAGUAR LAND
ROVER NORTH AMERICA, LLC.

done and executed in a form or manner reasonably satisfactory to the licensee concerned such documents, deeds, matters, acts and things as the relevant licensee may at any time reasonably require so as to give full effect to the terms of this agreement and to protect the rights of the licensee concerned under it.

6 GENERAL

- 6.1 This agreement is governed by English law.
- 6.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including a dispute relating to the existence, validity or termination of this agreement) (a "**Dispute**"). The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 6.3 This agreement is a Finance Document.

IN WITNESS of which the parties have signed this agreement on the date set out above.

SIGNED by

.....

A duly authorised representative

For and on behalf of JAGUAR CARS LIMITED

SIGNED by

.....

A duly authorised representative

For and on behalf of LAND ROVER

SIGNED by

DAVID CHAMBERS

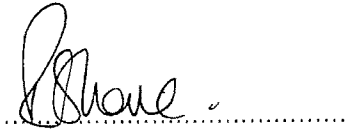


A duly authorised representative

For and on behalf of JAGUAR LAND
ROVER NORTH AMERICA, LLC.

SIGNED by

RICHARD SHORE



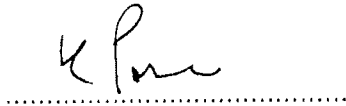
.....

A duly authorised representative

For and on behalf of LAND ROVER
EXPORTS LIMITED

SIGNED by

KEVIN POLLARD



.....

A duly authorised representative

For and on behalf of JAGUAR CARS
EXPORTS LIMITED

SIGNED by

.....

A duly authorised representative

For and on behalf of GE COMMERCIAL DISTRIBUTION FINANCE EUROPE LIMITED

SIGNED by

.....

A duly authorised representative

For and on behalf of LAND ROVER
EXPORTS LIMITED

SIGNED by

.....

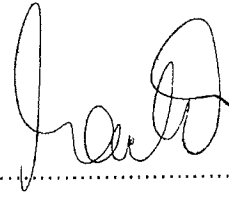
A duly authorised representative

For and on behalf of JAGUAR CARS
EXPORTS LIMITED

SIGNED by

Martin Hurst


.....

A handwritten signature in black ink, appearing to read 'Martin Hurst', written over a dotted line.

A duly authorised representative


For and on behalf of GE COMMERCIAL DISTRIBUTION FINANCE EUROPE LIMITED

1 LAND ROVER - UNITED STATES

	MARK	APP. NO./REG. NO.	FILE DATE/REG. DATE	CLASS/GOODS
1	AUTOBIOGRAPHY	App. No. 77/424542	March 18, 2008	Class 12: Land motor vehicles, namely automobiles; interior and exterior trim for automobiles and structural parts for automobiles
2	DEFENDER	App. No. 74/199691 Reg. No. 1803707	September 3, 1991 November 9, 1993	Class 12: Motor land vehicles, namely station wagons
3	LAND ROVER	App. No. 71/575598 Reg. No. 541722	March 17, 1949 May 1, 1951	Class 12: Motor cars, commercial motor road vehicles, namely, trucks, truck trailer combinations, estate wagons, and structural parts thereof
4		App. No. 78/948722 Reg. No. 3485024	August 9, 2006 August 12, 2008	Class 12: Sports utility vehicles
5	LR2	App. No. 78/462508 Reg. No. 3013262	August 5, 2004 November 8, 2005	Class 12: Motor vehicles, namely, automobiles and their structural parts and engines

	MARK	APP. NO./REG. NO.	FILE DATE/REG. DATE	CLASS/GOODS
6	LR3	App. No. 78/357572 Reg. No. 2974438	January 26, 2004 July 19, 2005	Class 12: Land motor vehicles, namely automobiles; interior and exterior trim for automobiles and structural parts for automobiles
7	LR4	App. No. 78/462526 Reg. No. 3013263	August 5, 2004 November 8, 2005	Class 12: Motor vehicles, namely, automobiles and their structural parts and engines
8	RANGE ROVER	App. No. 72/365,160 Reg. No. 929034	July 13, 1970 February 15, 1972	Class 12: Road and cross-country motor car of the station-wagon type and structural parts thereof
9	VOGUE	App. No. 77/570588	September 16, 2008	Class 12: Motor land vehicles and their structural parts and engines, specifically excluding wheels, tires and vehicle grills
10	WESTMINSTER	App. No. 78/223673 Reg. No. 2871559	March 10, 2003 August 10, 2004	Class 12: Motor vehicles, namely, automobiles, trucks, vans, sport-utility vehicles, and their structural parts and engines

2 UNITED STATES - JAGUAR

	MARK	APP. NO./REG. NO.	FILE DATE/REG. DATE	CLASS/GOODS
11	DAIMLER	App. No. 77/035168	November 2, 2006	Class 12: Motor vehicles
12	JAGUAR	App. No. 492201 Reg. No. 423961	November 26, 1945 September 17, 1945	Class 12: Automobiles, buses, motor vans, and parts thereof
13		App. No. 73/784806 Reg. No. 1562075	March 6, 1989 October 24, 1989	Class 12: Automobiles and their structural parts thereof
14	Leaper Trad. Device	App. No. 72/286150 Reg. No. 0871170	December 1, 1967 June 17, 1969	Class 12: Motor cars
15	X TYPE	App. No. 75/722525 Reg. No. 2559450	June 9, 1999 April 9, 2002	Class 12: Land vehicles, namely automobiles and structural parts therefor
16	XF	App. No. 79/028538 Reg. No. IR897625 (3373229)	August 18, 2006 August 18, 2006	Class 12: Motor land vehicles

	MARK	APP. NO./REG. NO.	FILE DATE/REG. DATE	CLASS/GOODS
17	XFR	App. No. 77/628270	December 8, 2008	Class 12: Motor land vehicles
18	XJ	App. No. 76/117424 Reg. No. 2681671	August 25, 2000 January 28, 2003	Class 12: Land vehicles and structural replacement parts therefor
19	XK	App. No. 76/117225 Reg. No. 2737548	August 25, 2000 July 15, 2003	Class 12: Land vehicles and structural and replacement parts therefor
20	XKR	App. No. 75/901076 Reg. No. 2530564	January 20, 2000 January 15, 2002	Class 12: Land vehicles and structural and replacement parts therefor