

12-10-2010

FORM PTO-1594 (Modified)  
(Rev. 07/05)  
OMB No. 0451-0047 (exp. 6/30/2008)  
TM05/REV04

**TRADE**



103613491

ET  
**IS ONLY**

Docket No  
751423US

To the Director of the U S Patent and Trademark Office

attached original documents or the new address(es) below

12-7-10

1 Name of conveying party(ies)  
**MI Developments US Financing Inc.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Delaware  
 Other

Citizenship (see guidelines) \_\_\_\_\_  
Additional names(s) of conveying party(ies)     Yes     No

3 Nature of conveyance/Execution Date(s)  
Execution Date April 30, 2010

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other

2 Name and address of receiving party(ies)  
Additional names, addresses, or citizenship attached?     Yes     No

Name MI Developments Investments Inc.  
Internal Address \_\_\_\_\_  
Street Address 455 Magna Drive  
City Aurora  
State Ontario  
Country CANADA                      ZIP L4G 7A9

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached     Yes     No  
(Designations must be a separate document from \_\_\_\_\_)

4 Application number(s) or registration numbers(s) and identification or description of the Trademark/Service Mark

A Trademark / Service Mark Application No (s)  
76/602,031

B Trademark / Service Mark Registration No (s)  
\_\_\_\_\_

Additional sheet(s) attached?     Yes     No

12-07-2010

C. Identification or Description of Trademark(s)/Service Mark(s) (and Filing Date if Application or Registration Number is unknown)  
MAGNET (Filing Date: July 12, 2004)

5 Name & address of party to whom correspondence concerning document should be mailed

Name Alex Porat  
Internal Address Magna International Inc.  
Street Address 337 Magna Drive  
City Aurora  
State Ontario                      Zip L4G 7K1  
Phone Number 905-726-7045  
Fax Number 905-726-7173  
Email Address alex\_porat@magna.on.ca

6 Total number of applications and registrations involved    1

7 Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

8 Payment Information  
a Credit Card # 0100 0000 0000 0000    Last 4 Numbers 8521    Expiration Date 48.00 OP  
b Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9 Signature      
Signature    Alex Porat  
Name of Person Signing

December 6, 2010  
Date

Total number of pages including cover sheet, attachments and document    9

**INSTRUMENT OF CONTRIBUTION AND ASSIGNMENT  
OF TRADEMARKS**

**INSTRUMENT OF CONTRIBUTION AND ASSIGNMENT OF TRADEMARKS** (this "**Instrument of Contribution**") dated as of 30<sup>th</sup> April, 2010 (at the time of execution and delivery on such date, the "**Effective Date**") by and from MI Developments US Financing Inc., a Delaware corporation ("**Contributor**"), to and in favor of MI Developments Investments Inc., a Delaware corporation ("**Company**").

RECITAL

WHEREAS, Contributor acquired certain trademarks (including the Contributed Property, as defined below) from Magna Entertainment Corp. ("**MEC**") pursuant to the Third Amended Joint Plan of Affiliated Debtors, The Official Committee of Unsecured Creditors, MI Developments Inc. and MI Developments US Financing Inc. Pursuant to Chapter 11 of the United States Bankruptcy Code, as the same is amended, modified or supplemented from time to time in accordance with the terms and provisions thereof, dated March 24, 2010 (filed on March 25, 2010) (Case No. 09-10720 (MFW)), and wishes to contribute the Contributed Property to the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contributor hereby contributes, assigns, transfers, conveys and delivers unto Company and its successors and assigns the trademarks described in each of the Trademark Assignments between MEC and Contributor listed in Exhibit A (the "**Contributed Property**") attached hereto and forms part of this Instrument of Contribution.

The assignment of any Contributed Property pursuant to this Instrument of Contribution shall be interpreted to mean that, except as otherwise specified herein, Contributor is making such assignment to the full extent of its actual interest in such Contributed Property only.

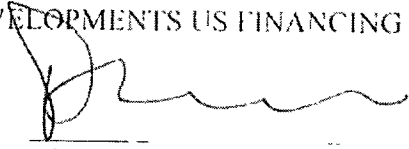
Contributor hereby covenants and agrees to and with Company and its successors and assigns, to do, execute, acknowledge and deliver to, or to cause to be done, executed, acknowledged and delivered to Company and its successors and assigns, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances that may be reasonably requested by Company for the better contributing, assigning, transferring, conveying, delivering, assuring and confirming to Company and its successors or assigns, any or all of the Contributor Contributed Intellectual Property subject to this Instrument of Contribution.


This Instrument of Contribution shall be binding upon Contributor and the successors and assigns of Contributor and shall inure to the benefit of Company and the successors and assigns of Company. This Instrument of Contribution may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument. All signatures need not be on the same counterpart

This Instrument of Contribution shall be governed by and interpreted and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument of Contribution and Assignment to be duly executed and delivered as of the date first set forth above.

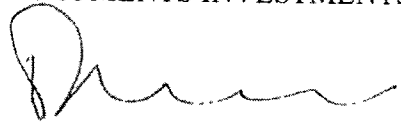
MI DEVELOPMENTS US FINANCING INC.

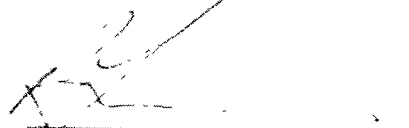
By:   
Name: Dennis Mills  
Title: Chief Executive Officer

By:   
Name: Rocco Liscio  
Title: Executive Vice-President and  
Chief Financial Officer

ACCEPTED AND AGREED:

MI DEVELOPMENTS INVESTMENTS INC.

By:   
Name: Dennis Mills  
Title: Chief Executive Officer

By:   
Name: Rocco Liscio  
Title: Executive Vice-President and  
Chief Financial Officer

**EXHIBIT A**

Trademark Assignment (US) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (CA) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (EU) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (AU) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (BR) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (JP) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (KR) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (Taiwan) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (MX) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (UK) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.