

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		09/05/2011	Joint Stock Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	DriveNow GmbH & Co. KG		
Street Address:	Barer Strasse 1		
City:	Munich		
State/Country:	GERMANY		
Postal Code:	80333		
Entity Type:	LIMITED PARTNERSHIP: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85256519	DRIVENOW	
CORRESPONDENCE DATA			
Fax Number:	(202)626-1700		
Phone:	202-879-3939		
Email:	HMRenne@jonesday.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jessica D. Bradley		
Address Line 1:	51 Lousiana Avenue, NW		
Address Line 2:	Jones Day		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	988993-999113		
DOMESTIC REPRESENTATIVE			
Name:			

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**TRADEMARK
 REEL: 004649 FRAME: 0440**

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

NAME OF SUBMITTER:	Jessica D. Bradley
Signature:	/jessica d. bradley/
Date:	10/27/2011
Total Attachments: 2 source=Assignment (05-SEP-2011)#page1.tif source=Assignment (05-SEP-2011)#page2.tif	

ASSIGNMENT OF TRADEMARKS/SERVICE MARKS

ASSIGNMENT made this 5th day of September, 2011 by and between Bayerische Motoren Werke Aktiengesellschaft, a German joint stock corporation having an address of Petuelring 130, 80809 Munich, Germany ("Assignor") on the one hand and DriveNow GmbH & Co. KG, a German limited partnership having an address of Barer Strasse 1, 80333 Munich, Germany ("Assignee") on the other hand.

WHEREAS Assignor is the owner of United States Trademark Application Serial Number 85/256,519 for the "DriveNow & Design" mark for the rental of motor vehicles in International Class 39 (the "DriveNow Mark"); and

WHEREAS Assignee is desirous of acquiring the exclusive right, title and interest in and to the DriveNow Mark and the pending application therefor.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. ASSIGNMENT: Assignor hereby grants, transfers, assigns and conveys to Assignee, its successors and assigns, the entire right, title and interest of Assignor in and to the DriveNow Mark and the pending application therefor, together with the goodwill of the business symbolized by the DriveNow Mark and application, and all claims, if any, which may have arisen thereunder prior to the date of this Assignment.
2. RECORDATION: The Assignor and Assignee hereby undertake to execute appropriate assignment documents necessary to effect this agreed upon assignment promptly following the execution date of this Assignment.
3. ENTIRE AGREEMENT: This Agreement constitutes the entire, complete and exclusive expression of the parties' agreements concerning the subject matter thereof. This Agreement shall, when executed, supersede all prior and contemporaneous negotiations, understandings, and agreements, both written and oral, not found within this Agreement. Each signatory hereto acknowledges that he or she is freely and voluntarily entering into this Agreement and understands the terms of this Agreement and the legal obligations thereby created.
4. AMENDMENTS: This Agreement may not be altered, amended or modified except by written instrument signed by the parties hereto.
5. WARRANTY: Assignor represents and warrants that it is the owner of all rights in and to the DriveNow Mark and that it has the right to grant the assignment herein to Assignee. Assignor, however, makes no representation or warranty with respect

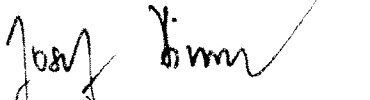
to the validity of the DriveNow Mark or as to whether the DriveNow Mark infringes any valid right of any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

BAYERISCHE MOTOREN WERKE AKTIENGESELLSCHAFT

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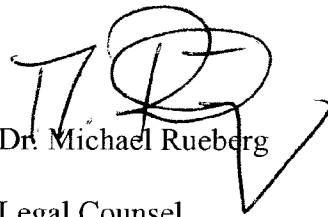
By:



Name: Josef Dirscherl

Title: Head of Intellectual Property Dept.

i. V.

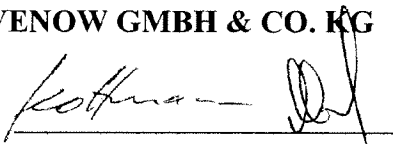


Dr. Michael Rueberg

Legal Counsel

DRIVENOW GMBH & CO. KG

By:



Name: KOTTMANN, GABRIEL

Title: MANAGING DIRECTOR