

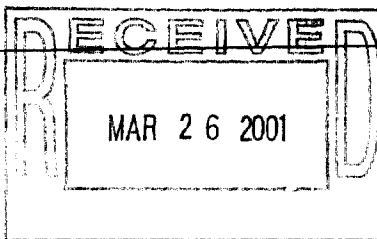
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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



Box Assignments
Commissioner of Patents and Trademarks
Washington, D.C. 20231

3-26-01

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): ROVER GROUP LIMITED Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: BAYERISCHE MOTOREN WERKE AG Internal Address: _____ Street Address: Petuelring 130 BMW Haus D-800 Munchen 40 GERMANY Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>April 28, 2000</u>	

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent Nos. issued on

5,647,234	July 15, 1997
5,679,984	October 21, 1997
5,727,729	March 17, 1998
5,656,921	August 12, 1997
5,829,764	November 3, 1998
5,812,051	September 22, 1998
5,787,845	August 4, 1998
5,937,585	August 17, 1999
5,932,357	August 3, 1999

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed: Customer No. 020210 Davis & Bujold, P.L.L.C. Fourth Floor 500 North Commercial Street Manchester NH 03101-1151 Telephone 603-624-9220 Facsimile 603-624-9229 E-mail: patent@davisandbujold.com Attorney Docket: BMW/ ROVGRO BUFF (NO. 2) 04/11/2001 GT0N11 00000171 5647234	6. Total number of applications and patents involved: 9 7. Total fee (37 CFR 3.41).....\$ 360.00 <input checked="" type="checkbox"/> is enclosed. 360.00 <input type="checkbox"/> was previously paid. <input checked="" type="checkbox"/> Please charge any fee deficiency or credit any overpayment to our Deposit Account listed below. 8. Deposit account number: <u>04-0213</u> (Attach duplicate copy of this page if paying by deposit account)
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01 FC-501 360.00 DP
9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Michael J. Bujold March 20, 2001
Name of Attorney of Record Signature Date

Attorney Registration No. 32,018
Total number of pages including cover sheet, attachments and document: [9]

DATED 28 APRIL 2000

ROVER GROUP LIMITED

(1)

and

BAYERISCHE MOTOREN WERKE AG

(2)

PATENT ASSIGNMENT

THIS ASSIGNMENT is dated 28 April

2000 and

BETWEEN:

- (1) **ROVER GROUP LIMITED** a company incorporated under the laws of England and Wales with company number 1595268 and whose registered office is at Warwick Technology Park, Warwick CV34 6RG (the "**Assignor**")
- (2) **BAYERISCHE MOTOREN WERKE AG** a company incorporated in Germany whose principal office is at Petuelring 130 BMW Haus D-800 München 40, Germany (the "**Assignee**")

WHEREAS:

- (A) The Assignor is the proprietor of the patents or is the applicant for the grant of patents short particulars of which are set out in the Schedule (the "**Patents**").
- (B) Pursuant to a Sale and Purchase Agreement dated even date hereof between the parties (the "**Sale and Purchase Agreement**") the Assignor has agreed to assign all its right, title and interest in and to the Patents to the Assignee for the consideration mentioned below

NOW IT IS HEREBY AGREED as follows:

- 1 In this Assignment all capitalised terms have the same definition as those defined in the Sale and Purchase Agreement unless otherwise defined in this Agreement.
- 2 In consideration of the payment by the Assignee to the Assignor of the Purchase Price for the Patents and other assets transferred to the Assignee pursuant to the Sale and Purchase Agreement (to be apportioned among such assets in accordance with clause 3.3 of the Sale and Purchase Agreement) (receipt of which is acknowledged), the Assignor HEREBY ASSIGNS with full title guarantee to the Assignee absolutely all its rights, title and interest in and to the Patents including the benefit of the applications for the grant of the patents with the intention that if the patents are granted the Assignee will be registered as the patent proprietor.
- 3 This Assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Patents (including proceedings against any third party for infringement of the Patents or for otherwise infringing the rights of the Assignor in

the Patents whether taking place before or after the date of this Assignment). The Assignor agrees and undertakes to provide to the Assignee (at its request) all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Patents and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) actually incurred by it in providing the Assignee with such assistance.

- 4 The Assignor shall at the Assignee's cost and expense execute all such documents and render all such assistance as the Assignee may reasonably request from time to time for the purpose of perfecting the Assignee's title to the Patents including without limitation making applications to register the Assignee as the proprietor of the Patents.
- 5 This Assignment shall be governed by and construed in accordance with English law and the parties irrevocably agree that the courts of England are to have exclusive jurisdiction to any disputes which arise out of or in connection with this Agreement.

IN WITNESS WHEREOF this Agreement has been entered into on the day and year first above written.

Schedule

Patents



Rover Ref: P2026US/AJ-31/JAM	Your Ref. ROVGRO P106US
Appln. No. 07/477237	Patent No. 5070716
Appln. Dt. 08 Feb 1990	Granted 10 Dec 1991
Applicant: Rover Group Limited	
 Rover Ref: P2046US/AJ-31/JAM	 Your Ref. P112US
Appln. No. 07/604565	Patent No. 5158628
Appln. Dt. 26 Oct 1990	Granted 27 Oct 1992
Applicant: Rover Group (ARG)	
 Rover Ref: P2059US/AJ-30/RMF	 Your Ref. P115US
Appln. No. 07/595431	Patent No. 5152262
Appln. Dt. 11 Oct 1990	Granted 06 Oct 1992
Applicant: Rover Group Limited	
 Rover Ref: P2074US/AJ-30/RMF	 Your Ref. P117US
Appln. No. 07/671954	Patent No. 5165374
Appln. Dt. 19 Mar 1991	Granted 24 Nov 1992
Applicant: Rover Group Limited	
 Rover Ref: P2137US/AJ-30/RMF	 Your Ref. ROVGRO P24AUS
Appln. No. 08/025882	Patent No. 5400131
Appln. Dt. 03 Mar 1993	Granted 21 Mar 1995
Applicant: Rover Group Limited	
 Rover Ref: P2143USw 2/AJ-30/JAM	 Your Ref. ROVGRO P28AUS
Appln. No. 08/295816	Patent No. 5562979
Appln. Dt. 02 Sep 1994	Granted 08 Oct 1996
Applicant: Rover Group Limited	
 Rover Ref: P2183US/AJ-34/ORD	 Your Ref. ROVGRO P36AUS
Appln. No. 08/492434	Patent No. 5596140
Appln. Dt. 19 Jun 1995	Granted 21 Jan 1997
Applicant: Rover Group Limited	
 Rover Ref: P2199US 2/AJ-34/ORD	 Your Ref. ROVGRO P32AUSC1
Appln. No. 08/669853	Patent No. 5663495
Appln. Dt. 26 Jun 1996	Granted 02 Sep 1997
Applicant: Rover Group Limited	

Rover Ref:	P2220US/AJ-31/JAM	Your Ref.	ROVGRO P37 AUS
Appln. No.	08/492392		Patent No.5647234
Appln. Dt.	19 Jun 1995		Granted 15 Jul 1997
Applicant:	Rover Group Limited		
Rover Ref:	P2221USw/AJ-33/ORD	Your Ref.	ROVGRO P47AUS
Appln. No.	08/687420	OPI No.	95/22475
Appln. Dt.	16 Feb 1995	OPI Date	24 Aug 1995
		Granted	21 Oct 1997
Applicant:	Rover Group Limited		
Rover Ref:	P2223US 2/AJ-30/RMF	Your Ref.	ROVGRO P33AUSC1
Appln. No.	08/796698		Patent No.5727729
Appln. Dt.	06 Feb 1997		Granted 17 Mar 1998
Applicant:	Rover Group Limited		
Rover Ref:	P2228US/AJ-34/KP	Your Ref.	ROVGRO P34AUS
Appln. No.	08/443583		Patent No.5656921
Appln. Dt.	17 May 1995		Granted 12 Aug 1997
Applicant:	Rover Group Limited		
Rover Ref:	P2290US 2/AJ-36/ASW	Your Ref.	ROVGRO P46AUSC
Appln. No.	08/679469		Patent No.5829764
Appln. Dt.	24 Dec 1997		Granted 03 Nov 1998
Applicant:	Rover Group Limited		
Rover Ref:	P2373US/AJ-33/ORD	Your Ref.	ROVGRO P52AUS
Appln. No.	08/812060		Patent No.5812051
Appln. Dt.	28 Jan 1997		Granted 22 Sep 1998
Applicant:	Rover Group Limited		
Rover Ref:	P2377US/AJ-30/RMF	Your Ref.	ROVGRO P48AUS
Appln. No.	08/897209		Patent No.5787845
Appln. Dt.	10 Feb 1997		Granted 04 Aug 1998
Applicant:	Rover Group Limited		
Rover Ref:	P2395US/AJ-31/JAM	Your Ref.	ROVGRO P51AUS
Appln. No.	08/815807		Patent No.5937585
Appln. Dt.	12 Mar 1997		Granted 17 Aug 1999
Applicant:	Rover Group Limited		
Rover Ref:	P2425US/AJ-30/RMF	Your Ref.	ROVGRO P56AUS
Appln. No.	08/879375		Patent No.5932357
Appln. Dt.	03 Jul 1997		Granted 03 Aug 1999
Applicant:	Rover Group Limited		

Rover Ref: P2437US/AJ-31/KP Your Ref. ROVGRO P65AUS
Appln. No. 09/095788 OPI No. Patent No. 6036152
Appln. Dt. 11 Jun 1998 Granted 14 Mar 2000
Applicant: Rover Group Limited

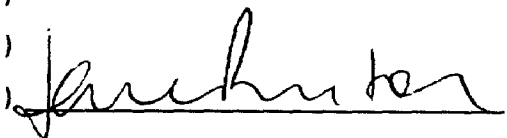
Rover Ref: P2546US/AJ-34/KP Your Ref. ROVGRO P68AUS
Appln. No. 09/109786 Patent No. 6057605
Appln. Dt. 02 Jul 1998 Granted 02 May 2000
Applicant: Rover Group Limited

Rover Ref: P2578USw/AJ-34/KP Your Ref. ROVGRO P85AUS
Appln. No. 09/254132 Patent No. 6033338
Appln. Dt. 17 Sep 1998 Granted 07 Mar 2000
Applicant: Rover Group Limited

Rover Ref: P2627US/AJ-32/KP Your Ref. ROVGRO P76AUS
Appln. No. 09/191584 Patent No. 6010147
Appln. Dt. 13 Nov 1998 Granted 04 Jan 2000
Applicant: Rover Group Limited

Rover Ref: P2756US/AJ-31/KP Your Ref. ROVGRO P96AUS
Appln. No. 09/352395 Patent No. 6007139
Appln. Dt. 13 Jul 1999 Granted 28 Dec 1999
Applicant: Rover Group Limited


SIGNED by
for and on behalf of
ROVER GROUP LIMITED

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Jane Hunter
Company Secretary

SIGNED by
for and on behalf of

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Bayerische Motoren Werke Aktiengesellschaft
ppa.


Dirscherl
Vice President
Intellectual Property

i. V.

Schernhammer
General Manager
Patent Department