



**TRADEMARK  
ASSIGNMENT AND LICENSE**

Jaguar Cars Limited  
and  
Rocky Mountain Jaguar Club

This Agreement ("Agreement") is made and entered into this 7 day of December 2011, by and between Jaguar Cars Limited a corporation organized under the laws of the United Kingdom having a place of business in Whitley, Coventry, England ("Jaguar Cars"), and Rocky Mountain Jaguar Club, a NOT FOR PROFIT CORPORATION NON PROFIT having a place of business in Denver, Co ("RMJC").

**1. Recitals**

1.1 Jaguar Cars is the owner of the trademarks JAGUAR and  and has continuously used the name and mark JAGUAR to identify Jaguar Cars, its automobiles and related goods and services.

1.2 The mark and name JAGUAR and  through extensive advertising, promotion and use have achieved a unique and widespread celebrity and goodwill among the trade and members of the general public as being associated with Jaguar Cars and its products.

1.3 RMJC is an organization of owners and enthusiasts of cars made by Jaguar Cars. RMJC holds meetings, rallies, and events from time to time, whereby members may share their individual interests in Jaguar cars. RMJC promotes the common interest of the membership by sponsoring such rallies and events, distributing publications, and selling promotional merchandise from time to time ("RMJC Activities").

1.4 RMJC desires to use the mark "Rocky Mountain Jaguar Club and Growler Device" as set forth in Attachment A in association with its various RMJC Activities.

1.5 Jaguar Cars is willing to license RMJC to use "Rocky Mountain Jaguar Club and Growler Device" in connection with RMJC Activities as above defined subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties further agree as follows:

2. **Assignment**

2.1 RMJC hereby assigns to Jaguar Cars all of its right, title, and interest in the trademark illustrated in Attachment A hereto ("Mark"), and the goodwill symbolized by the Mark. RMJC agrees to execute an assignment document assigning the Mark to Jaguar Cars. The form of the assignment is attached hereto as Attachment B.

3. **License**

3.1 Jaguar Cars hereby grants to RMJC a non-exclusive, royalty free license to use the mark "Rocky Mountain Jaguar Club and Growler Device" solely in connection with RMJC Activities.


3.1.1 The right granted to RMJC by Jaguar Cars in paragraph 3.1 with respect to the sale of merchandise is limited solely to the use of the Mark on merchandise that is distributed to RMJC members or at RMJC sponsored events.

3.2 RMJC agrees to maintain a standard of quality for its RMJC Activities associated with the licensed name and mark that is at least equal in quality to the RMJC Activities provided by RMJC prior to this Agreement.



3.3 RMJC agrees to permit Jaguar Cars or its appointed agent to inspect the quality of RMJC Activities associated with the licensed name and Mark.

3.4 In the event RMJC fails to maintain the quality of the RMJC Activities associated with the licensed Mark, then upon notice in writing from Jaguar Cars, RMJC shall have 90 days to correct the quality deficiency. If the quality deficiency is not cured within the 90-day period, then the license rights herein granted shall be suspended with respect to the particular goods or services having the deficient quality. When the quality of such goods or services again achieves a satisfactory quality then the license as to such goods or services shall be automatically reinstated.

4. **Use and Ownership of the mark JAGUAR**


4.1 RMJC acknowledges and agrees that the mark JAGUAR and  is owned exclusively by Jaguar Cars. RMJC agrees that use by it of "Rocky Mountain Jaguar Club and Growler Device" is pursuant to

rights granted by this Agreement and such use inures to the legal benefit of Jaguar Cars.

4.2 Except as provided by this Agreement, RMJC agrees not to use, register, cause to be registered, or otherwise claim ownership of any trademark for goods or services that contain the mark JAGUAR and  or any mark confusingly similar to the mark JAGUAR and .

## 5. Termination

5.1 This Agreement may be terminated at any time by RMJC upon written notice to Jaguar Cars ninety (90) days prior to actual termination without cause, and by Jaguar Cars only for cause as set forth in the following paragraphs. Upon such termination, all licenses and other rights granted to RMJC shall immediately terminate.

5.2 In the event the activities of RMJC cease to support and complement the goodwill associated with or represented by Jaguar Cars and the mark JAGUAR and , then RMJC shall be in breach of this Agreement and Jaguar Cars shall have the right to terminate. It is the intent of the parties that this Agreement will provide the basis of an enduring relationship to the benefit of both parties. Thus, it is the intent of the parties that termination for cause shall be an action of last resort and that the parties will exercise their best efforts to resolve any disputes that should arise between them.

5.2.1 In the event of a breach by RMJC that remains uncorrected after due and careful cooperative effort between the parties to reach an understanding with respect to the asserted breach or default, Jaguar Cars may terminate this Agreement. Jaguar Cars shall give RMJC detailed notice of such breach and of Jaguar Cars' intent to terminate if such breach is not cured. If RMJC fails to rectify the condition causing the breach within 120 days, then Jaguar Cars shall have the right to terminate this Agreement upon written notice.

## 6. Indemnity

6.1 RMJC indemnifies and holds Jaguar Cars harmless with respect to all claims and counterclaims, including all product liability claims that may be asserted against Jaguar Cars by reason of the use of the licensed marks pursuant to the license rights granted in this Agreement.



7. **Assignability**

7.1 The license granted herein is personal to RMJC and may not be assigned by it without prior written approval of Jaguar Cars.

8. **Governing Law and Venue**

8.1 The laws of the United Kingdom shall govern the interpretation, construction, and enforcement of this Agreement, and any litigation shall be commenced by either party, if at all, only in an appropriate United Kingdom forum.

9. **Notices**

9.1 All communications to be given by one party to the other under this Agreement shall be mailed to the receiving party at the address set forth below:

In the case of Jaguar Cars:

Jaguar Cars Limited  
ATTN: Trademark Licensing  
Abbey Road  
Whitley, Coventry  
CV3 4LF  
United Kingdom

with a copy to:

Jaguar Land Rover North America, LLC  
ATTN: Legal  
555 MacArthur Blvd.  
Mahwah, NJ 07430  
United States

In the case of RMJC:

PO Box 2923  
Denver, CO 80201-2923

IN WITNESS WHEREOF, Jaguar Cars and RMJC have caused this Agreement to be executed by their duly authorized representative.

JAGUAR CARS LIMITED

ROCKY MOUNTAIN JAGUAR CLUB

By: [Signature]  
Title: Authorized Representative  
Date: Dec 14, 2011

By: [Signature]  
Title: President RMJC  
Date: 12-6-2011

ATTACHMENT A



**ATTACHMENT B**

**TRADEMARK ASSIGNMENT**

*NON-PROFIT*

Rocky Mountain Jaguar Club, a NOT FOR PROFIT  
CORPORATION organized under  
the laws of COLORADO having a business address at  
8137 ZANG ST, ARVADA CO 80005, hereby assigns to Jaguar Cars Limited,  
a corporation organized under the laws of the United Kingdom, all rights, title and interest in and  
to the mark illustrated in Attachment A attached hereto, together with the goodwill symbolized  
by said mark.

*ROCKY MTN JAGUAR CLUB  
PO BOX 2923  
DENVER, CO 80*

By: STEW KENNEDY

Title: JCNA SECRETARY

Date: DECEMBER 7, 2011