

10-16-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102250469

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

1. Name of conveying party(ies): Head Acquisition, L.P.

10-7-02

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies)

Name: Westfield Corporation, Inc.

Internal Address:

Street Address: 11601 Wilshire Blvd., 12th Fl.

City: Los Angeles State: CA Zip: 90025

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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 assignment) Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS 2002 OCT -7 AM 9:26 FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/108,174, 76/107,751, 76/108,173, 76/105,888,

B. Trademark Registration No.(s) 2,105,845

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Victor de Gyrfas

Internal Address: Mayer, Brown, Rowe & Maw

Street Address: 350 S. Grand Ave., 25th Fl.

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

13-0019

DO NOT USE THIS SPACE

9. Signature.

Victor de Gyrfas

Name of Person Signing

Signature

10/07/2002

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

10/16/2002 TDIAZ1

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TRADEMARK REEL: 002599 FRAME: 0081

Recordation Form Cover Sheet  
TRADEMARKS ONLY

Item 4. (Cont.)

76/107,925

76/108,154

76/107,769

76/108,171

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the Assignment) is made as of this 4<sup>th</sup> day of October, 2002, by and between Head Acquisition, L.P. ("Head Acquisition") having its principal place of business at 900 North Michigan Avenue, Suite 1500, Chicago, Illinois 60611 (Assignor), and Westfield Corporation, Inc., a Delaware corporation, having its principal place of business at 11601 Wilshire Boulevard, 12<sup>th</sup> Floor, Los Angeles, California 90025 (Assignee).

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in and to the marks identified and set forth on Schedule A attached hereto and incorporated herewith (collectively, the "Marks"), and the goodwill of the business associated therewith; and

WHEREAS, Assignor wishes to grant all right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Marks ("the Assignment") and the goodwill of the business associated therewith.
2. The Assignment also includes all claims for damages by reason of past infringement of the Marks, if any, together with the right to sue for and collect the same for the sole use and benefit of Assignee and its successors, assigns, or other legal representatives.
3. Assignor represents and warrants to Assignee that Assignor has the full right, power and authority to enter into and perform this Assignment and to grant to Assignee all the rights granted herein; and Assignor is not a party to any agreement or understanding which would conflict with this Assignment.
4. Assignor further agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances, and to perform all such other acts, as may be reasonably required to transfer and assign all of Assignor's interests in and to the Marks.

5. Assignor will assist in obtaining or providing any further documents which may be required to confirm chain or title thereto.

**HEAD ACQUISITION, L.P.,**  
a Delaware limited partnership

By: Growth Head GP, LLC,  
a Delaware limited liability company  
Its: General Partner

By: Westfield Growth, LP,  
a Delaware limited partnership  
Its: Sole Member

By: Westfield Growth II, LP,  
a Delaware limited partnership  
Its: General Partner

By: Westfield Centers, LLC,  
a Delaware limited liability company  
Its: General Partner

By: Westfield America Limited Partnership,  
a Delaware limited partnership  
Its: Sole Member

By: Westfield America, Inc.,  
a Missouri corporation  
Its: General Partner

Date: 10/4/02

By: 

Name:  
Title: **Rahsaana Towns**  
**Assistant Secretary**

**WESTFIELD CORPORATION, INC.,**  
a Delaware corporation

Date: 10/4/02

By: 

Name:  
Title: **Rahsaana Towns**  
**Assistant Secretary**

**Schedule A**

**SCHEDULE OF MARKS**

Mark	US Registration Status	Serial No. / Registration No.	Int'l. Class
OLD ORCHARD	PENDING	76/108,174	035, 036
BRANDON TOWNCENTER	REGISTERED	2,105,845	028
GALLERIA AT ROSEVILLE	PENDING	76/107,751	035, 036
HAWTHORN CENTER	PENDING	76/108,173	035, 036
MAINPLACE	PENDING	76/105,888	035, 036
SAN FRANCISCO SHOPPING CENTRE	PENDING	76/107,925	035, 036
CITRUS PARK TOWN CENTER	PENDING	76/108,154	035, 036
FOX VALLEY CENTER	PENDING	76/107,769	035, 036
CENTURY CITY SHOPPING CENTER	PENDING	76/108,171	035, 036