

FORM PTO-1618A

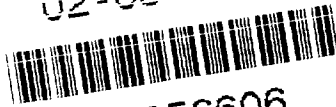
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FINANCE SECTION

02-05-2003



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U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

Express Mail Label No.:

EV138562745

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 1-31-03

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Agreement

Merger

Change of Name Effective Date
Month Day Year

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an

Corporation Association assignment and the receiving party is not

Other domiciled in the United States, an

Citizenship/State of Incorporation/Organization appointment of a domestic representative

should be attached. (Designation must be a separate document from Assignment.)

02/04/2003 LMUELLER 00000174 76108174

FOR OFFICE USE ONLY

01 FC:8521 40.00 OP
02 FC:8522 200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002664 FRAME: 0259

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76108174"/>	<input type="text" value="76107869"/>	<input type="text" value="76107751"/>
<input type="text" value="76108173"/>	<input type="text" value="76105888"/>	<input type="text" value="76107925"/>
<input type="text" value="76108154"/>	<input type="text" value="76107769"/>	<input type="text" value="76108171"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

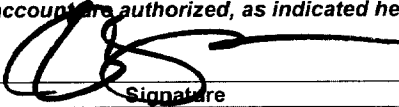
Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

David W. Grace

Name of Person Signing



Signature

January 29, 2003

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the Assignment) is made as of this 4th 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 606111 (Assignor), and Westfield Corporation, Inc., a Delaware corporation, having its principal place of business at 11601 Wilshire Boulevard, 12th 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: **Rahsaana Towns**
Title: **Assistant Secretary**

WESTFIELD CORPORATION, INC.,
a Delaware corporation

Date: 10/4/02

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

Schedule A

SCHEDULE OF MARKS

Mark	U.S. Registration Status	Serial No. / Registration No.	Int'l. Class
OLD ORCHARD	PENDING	76/108,174	035, 036
BRANDON TOWNCENTER	REGISTERED	76/107,869	035, 036
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