



Tab settings

OFFICE OF PATENT RECORDATION

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

1. Name of conveying party(ies): **Pfizer Canada Inc.**  
**17300 Trans-Canada Highway**  
**Kirkland, Quebec H9J 2M5**

*2003 JUN -2 PM 2:52*  
**FINANCE SECTION**  
**6.2.03**

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

Additional names(s) of conveying party(ies)       Yes  No

2. Name and address of receiving party(ies):

Name: Cabury Trebor Allan Inc.

Internal Address: \_\_\_\_\_

Street Address: 277 Gladstone Avenue

City: Toronto                      State: ON    ZIP: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other a Canadian company

If assignee is not domiciled in the United States, a domestic designation is                       Yes     No  
 (Designations must be a separate document from  
 Additional name(s) & address(es)                       Yes     No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: March 30, 2003

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

A. Trademark Application No.(s)  
n/a

B. Trademark Registration No.(s)  
see attached

Additional numbers                       Yes     No

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

Name: Daniel Chung, Esq.

Internal Address: Cadbury Schweppes

Street Address: 6 High Ridge Park

City: Stamford                      State: CT    ZIP: 06905

6. Total number of applications and registrations involved:..... **2**

7. Total fee (37 CFR 3.41):.....\$ \$65.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

06/04/2003 BTOM11 00000075 1296633  
01 FC:8521 40.00 OP  
02 FC:8522 25.00 OP

DO NOT USE THIS SPACE

9. 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.*

Carrie Webb Olson                      *Carrie Webb Olson*                      June 2, 2003  
 Name of Person Signing                      Signature                      Date

**Pfizer Canada Inc. to Cadbury Trebor Allan Inc.**

<b><u>Registration No.</u></b>	<b><u>Mark</u></b>	<b><u>Registration Date</u></b>
1,296,633	SAILA MINTS	09/18/1984
2,261,800	SAILA Stylized	07/20/1999

**Pfizer Canada Inc. to Cadbury Trebor Allan Inc.**

<b><u>Registration No.</u></b>	<b><u>Mark</u></b>	<b><u>Registration Date</u></b>
1,296,633	SAILA MINTS	09/18/1984
2,261,800	SAILA Stylized	07/20/1999

**SCHEDULE A**

**United States**

**Pfizer Canada, Inc./Cadbury Trebor Allan Inc.**

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Renewal Date</b>
SAILA MINTS	73/367,823	03JE1982	1,296633	18SE1984	18SE2004
SAILA STYLIZED	75/136,691	19JL1996	2,261800	20JL1999	20JL2009

UNITED STATES

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective the 30<sup>th</sup> day of *March*, 2003, is made and entered into by and between Pfizer Canada Inc., a Canada company ("Assignor"), and Cadbury Trebor Allan Inc., a Canada company ("Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of the trademarks, trademark registrations and trademark applications set forth on Schedule A hereto (the "Trademarks"); and

WHEREAS, Pfizer and Purchaser entered into that certain Stock and Asset Purchase Agreement dated as of December 16, 2002 (the "Purchase Agreement"), pursuant to which Purchaser agreed to purchase the Purchased Assets from the Asset Selling Corporations, including all of Assignor's right, title and interest in and to the Trademarks.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks and any and all goodwill of the business symbolized by the Trademarks, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.


2. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.


4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

PFIZER CANADA INC.

By:   
Name: \_\_\_\_\_  
Title: **Sally Park**  
**Attorney-In-Fact**

CADBURY TREBOR ALLAN INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
**BRUCE N. FUTTERER**  
**ATTORNEY IN FACT**

NOTARIAL CERTIFICATE

STATE OF NEW YORK )  
COUNTY OF NEW YORK : ss.:  
UNITED STATES OF AMERICA )

On this 27<sup>th</sup> day of March, 2003, before me personally came Bruce N. Futterer, to me known and known to me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he/she is the Attorney-in-Fact, of Cadbury Trebor Allan Inc., the corporation described in and on whose behalf has executed the foregoing instrument; and he/she signed his/her name thereto on behalf of, and with the authorization of, the board of directors of said company as the free deed and act of said company.

Subscribed and sworn to before me  
this 27<sup>th</sup> day of March, 2003.

**THOMAS P. MCNULTY**  
Notary Public, State of New York  
No. 01MC6082898  
Qualified in New York County  
Commission Expires November 4, 2006

*Thomas P. McNulty*  
\_\_\_\_\_  
Notary Public

Seal