

06-21-2004

Docket No.:

48369.0001



102723855

Tab settings

11/26/03
CWE

To the Director of the United States Patent and Trademark Office

Send original documents or copy thereof.

1. Name of conveying party(ies):

Pfizer Canada Inc.
17300 Trans-Canada Highway
Kirkland, Quebec H9J 2M5

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Correction to spelling of receiving party's name in previous cover sheet.
- Merger
- Change of Name

Execution Date: 6/2/03 Reel/Frame: 2746/0683

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

Name: Cadbury Trebor Allan Inc.

Internal Address: _____

Street Address: 277 Gladstone Avenue

City: Toronto, Ontario State: _____ 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

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

A. Trademark Application No.(s)

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:

500402

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

Name of Person Signing

Carrie W. Olson

Signature

November 21, 2003

Date

Total number of pages including cover sheet, attachments, and 10

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 002875 FRAME: 0553

OPR/FINANCE
NOV 26 AM 7:35

1296633

500402

E000000

11/28/2003

40.0000
25.0000

01:50:55.1
01:50:55.2

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant/Applicant: Cadbury Trebor Allan Inc.

Commissioner for Trademarks
Washington, DC 20231

CERTIFICATE OF MAILING

I hereby certify under 37 CFR sec.1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage in an envelope addressed to Commissioner for Trademarks, Washington, DC 20231 on June 2, 2003.

By: Carrie Webb Olson
Carrie Webb Olson

DESIGNATION OF DOMESTIC REPRESENTATIVE

Cadbury Trebor Allan Inc., through the undersigned, hereby designates Daniel Chung, Esq., whose postal address is Cadbury Schweppes, 6 High Ridge Park, Stamford, CT 06905, as its domestic representative upon whom notice or process may be served in any proceedings affecting the trademark applications and/or registrations identified in the attached schedule.

Please address all communications in this matter as follows:

Daniel Chung, Esq.
Cadbury Schweppes
6 High Ridge Park
Stamford, CT 06905

Applicant: Cadbury Trebor Allan Inc.

Signed: Daniel Chung

Typed name: Daniel Chung

Typed Title: Assistant Secretary

Date: 4/25/03

Pfizer Canada Inc. to Cadbury Trebor Allan Inc.

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



102464941

Tab settings

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS

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

FINANCE SECTION 6-2-03

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

Additional name(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

Additional numbers Yes No

B. Trademark Registration No.(s)
see attached

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 070M11 00000075 1296633
01 FC:03E1 10.00 OP
02 FC:03E2 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.

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

Total number of pages including cover sheet, attachments, an

Pfizer Canada Inc. to Cadbury Trebor Allan Inc.

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

UNITED STATES

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective the 30th 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

SCHEDULE A

United States

Pfizer Canada, Inc./Cadbury Trebor Allan Inc.

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

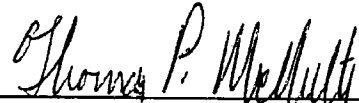
NOTARIAL CERTIFICATE

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

On this 27th 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 27th 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



Notary Public

Seal

NOTARIAL CERTIFICATE

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

On this 28 day of March, 2003, before me personally came Sally Park, 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 **Pfizer Canada 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 28 day of March, 2003.

Nicole Clayton
Notary Public

Seal
NICOLE CLAYTON
Notary Public, State of New York
No. 01CL6062406
Qualified in New York County
Commission Expires August 6, 2003