

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Woolworths PLC		01/30/2009	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Littlewoods Limited		
<b>Street Address:</b>	Skyways House, Speke Road		
<b>Internal Address:</b>	First Floor		
<b>City:</b>	Liverpool		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	L70 1AB		
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3219475	LADYBIRD	
<b>Registration Number:</b>	3350620	LADYBIRD	
<b>Serial Number:</b>	78465704		
<b>Registration Number:</b>	3162033		
<b>CORRESPONDENCE DATA</b>			
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<b>Correspondent Name:</b>	Susan M. Freedman, Nixon Peabody LLP		
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**CH \$115.00 3219475**

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<b>DOMESTIC REPRESENTATIVE</b>	
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Date:	07/23/2009
<p>Total Attachments: 8</p> <p>source=Woolworths to Littlewoods - Assignment#page1.tif</p> <p>source=Woolworths to Littlewoods - Assignment#page2.tif</p> <p>source=Woolworths to Littlewoods - Assignment#page3.tif</p> <p>source=Woolworths to Littlewoods - Assignment#page4.tif</p> <p>source=Woolworths to Littlewoods - Assignment#page5.tif</p> <p>source=Woolworths to Littlewoods - Assignment#page6.tif</p> <p>source=Woolworths to Littlewoods - Assignment#page7.tif</p> <p>source=Woolworths to Littlewoods - Assignment#page8.tif</p>	

EXECUTION VERSION

Dated 30 January 2009

WOOLWORTHS PLC

(in administration)

and

NEVILLE KAHN, NICHOLAS DARGAN and DANIEL BUTTERS (as joint  
administrators of the Assignor)

and

LITTLEWOODS LIMITED

## REGISTERED TRADE MARK ASSIGNMENT

### Linklaters

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

Telephone (44-20) 7456 2000  
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Ref Ian Karet/Clare Nicholson

**TRADEMARK**  
**REEL: 004030 FRAME: 0722**

## REGISTERED TRADE MARK ASSIGNMENT

This Agreement is made on 30 January 2009 between:

- (1) **WOOLWORTHS PLC** (in administration) a company incorporated in England and Wales with registration number 00104206 whose registered office is at Athene Place, 66 Shoe Lane, London, EC4A 3BQ (the "Assignor");
- (2) **NEVILLE BARRY KAHN, NICHOLAS JAMES DARGAN and DANIEL FRANCIS BUTTERS** of Deloitte LLP (the "Administrators"); and
- (3) **LITTLEWOODS LIMITED** a company incorporated in England and Wales with registration number 00262152 whose registered office is at first floor, Skyways House, Speke Road, Speke, Liverpool L70 1AB (the "Assignee").

### Whereas

- (A) The Administrators were appointed to act as joint administrators of the Assignor on 27 November 2008 by an order of the High Court of Justice, Chancery Division dated 27 November 2008 pursuant to paragraph 12(1)(b) of Schedule B1 of the Insolvency Act 1986.
- (B) The Assignor is registered as the proprietor of the Trade Marks (defined below).
- (C) The Assignor has agreed to assign to the Assignee such right, title and interest that the Assignor has in and to the Trade Marks upon the terms set out in this Agreement.

It is agreed as follows:

### 1 Interpretation:

#### 1.1 Definitions

"**IPA**" means the Intellectual Property Agreement dated 30 January 2009 between the Assignor, Woolworths Group plc, the Administrators and the Assignee; and

"**Trade Marks**" means the registered trade marks and/or the applications listed in the attached Schedule 1; and

"**VAT**" means value added tax chargeable in accordance with the Value Added Tax Act 1994 and includes any similar tax chargeable from time to time in substitution for or in addition to it.

#### 1.2 Modification and Re-enactment of Statutes

References to a statutory provision include that provision as modified or re-enacted from time to time.

### 2 Agreement

- 2.1 In consideration of the sum of one pound sterling (£1), receipt of which is acknowledged by the Assignor, the Assignor hereby assigns to the Assignee such right, title and interest (if any) as the Assignor has in and to the Trade Marks including the benefit of any applications for registration with the intention that when the applications are granted the registrations will vest in the Assignee and all the goodwill attaching to and represented by any of the Trade Marks but no other goodwill; including without limitation:

2.1.1 all rights of action arising or accrued relating to any of the Trade Marks including, without limitation, the right to take proceedings for infringement of any Trade Marks; and

2.1.2 the right to seek and recover damages and all other remedies for any past infringement of any Trade Marks.

2.2 In addition to the consideration provided under Clause 2.1, the Assignee shall pay any VAT chargeable to the Assignor in respect of the assignment made pursuant to Clause 2.1 on production by the Assignor of the appropriate tax invoice.

### **3 Further Assurance**

3.1 The Assignor agrees, at the Assignee's request and expense, to execute such further deeds or documents as may be reasonably requested by the Assignee in order to transfer to the Assignee and register in the Assignee's name the Trade Marks pursuant to Clause 9.1 of the IPA.

3.2 The Assignor agrees, at the Assignee's request and expense, to do all such acts and things as may be reasonably requested by the Assignee in order to give legal effect to the assignment of the Trade Marks to the Assignee.

3.3 Any such additional deeds or documents shall be in terms consistent with this Agreement and will include the exclusion of personal liability of the Administrators.

### **4 Exclusions**

#### **4.1 Exclusion of Warranties**

The Assignor assigns such rights as it may have in and to the Trade Marks but excludes all warranties (express and/or implied) in relation to them. Any lists contained in any schedule or annex are for guidance only and are not exhaustive or complete lists of the items in question and shall not constitute any warranty in respect of the Assignor's ownership of or interest in the listed items or otherwise.

#### **4.2 Assignee's acknowledgement**

4.2.1 The Assignee agrees that the terms and conditions of this Agreement and the exclusions and limitations contained in it are fair and reasonable having regard to the following:

- (i) that this is a sale by an insolvent company in circumstances where it is usual that no representations and warranties can be given by or on behalf of the Assignor or the Administrators;
- (ii) that the Assignee has relied solely upon the opinions of itself and its professional advisors concerning the Trade Marks;
- (iii) that the Assignee has agreed to purchase the Trade Marks for a consideration which takes into account the risk to the Assignee represented by the parties' belief that the said exclusions and limitations are or would be recognised by the courts; and

- (iv) that the Assignee, its representatives and advisers have been given every opportunity it or they may wish to have to examine and inspect all or any of the Trade Marks and all relevant documents relating to them and to obtain information from the Assignor and/or the Administrators relating to the Trade Marks.

4.2.2 The Assignee acknowledges that any liability of the Assignor which arises in any way and to any party (whether a party to this Agreement or not) under or pursuant to this Agreement shall not comprise a liability falling within any of the subparagraphs of paragraph 99 of Schedule B1 to the Insolvency Act 1986 and the Administrators shall be under no obligation or duty to treat it as such.

4.3 The Assignee acknowledges that failure to assign any of the Trade Marks, or if the Assignor does not have title or unencumbered title to any or all of the Trade Marks, or if it is required to relinquish possession of all or any of the Trade Marks, or if the Assignee cannot exercise any right conferred or purported to be conferred on it by this Agreement, this shall not be a ground or grounds for rescinding, avoiding or varying any or all of the provisions of this Agreement, or for any reduction or repayment of any part of the consideration paid or payable or of any other form of compensation by way of damages.

## 5 Whole Agreement

This Agreement contains the whole agreement between the parties relating to its subject-matter at the date of this Agreement. The Assignee acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it. So far as is permitted by law, and except in the case of fraud, the Assignee agrees and acknowledges that its only rights and remedies in relation to any representation, warranty or undertaking made or given in connection with this Agreement shall be for breach of the terms of this Agreement, to the exclusion of all other rights and remedies (including those in tort or arising under statute).

## 6 Administrators' Liability

6.1 The Administrators have entered into and signed this Agreement as agents for and on behalf of the Assignor and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatever in respect of any of the obligations undertaken by the Assignor; or in respect of any failure on the part of the Assignor to observe, perform or comply with any such obligations; or under or in relation to any associated arrangements or negotiations; or under any document or assurance made pursuant to this Agreement. The Administrators are party to this Agreement in their personal capacities only for the purpose of receiving the benefit of all limitations, exclusions, undertakings and covenants in their favour contained in this Agreement, which shall continue to benefit the Administrators notwithstanding the termination of the administration of the Assignor or the discharge of any Administrator from office as an administrator of the Assignor and shall operate as a waiver of any claims in tort as well as under the laws of contract.

6.2 Without prejudice to Clause 6.1 above, the Administrators shall not be liable in respect of any deed or document executed with a view to, or for the purpose of, giving effect to this Agreement whether or not that deed or document so provides in its terms and the Administrators shall be entitled at any time to have such deed or document amended so as to exclude personal liability in the terms of Clause 6.1 above.

**7 Governing Law and Jurisdiction**

- 7.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 7.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

**8 Invalidity**

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity or enforceability of the remainder of this Agreement shall not be affected.

**9 Counterparts**

This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, each of which so executed and delivered will be an original, but all counterparts will together constitute one and the same agreement.

**In witness** whereof this Agreement has been entered into on the date stated at the beginning of this document.

**SIGNED** for and on behalf of Woolworths plc  
(in administration) by one of the Administrators  
(as its agent but without personal liability)

} 

**SIGNED** by one of the Administrators on behalf  
of all of them (without personal liability and  
solely for the purpose of receiving the benefit of the  
provisions of this Agreement in their favour)

} 

**EXECUTED** by  
on behalf of Littlewoods Limited

} 




## Schedule 1

### Trade Marks

#### Part 1: LADYBIRD MARKS

Country	Trade mark	Application No. or Registration No.	Filing Date	Class(es)
Algeria	LADYBIRD	031399	20/07/2003	25
Algeria	LADYBIRD	032167	19/11/2003	5 28 3
Algeria	LADYBIRD device (new)	032168	19/11/2003	5 28 3
Algeria	LADYBIRD device (new)	31398	20/07/2003	25
Australia	LADYBIRD	1216769	21/12/2007	16 35
Australia	LADYBIRD device (new)	1192762	13/08/2007	10 12 20
Australia	LADYBIRD device (new)	1216764	12/12/2007	16 35
Australia	LADYBIRD device (new)	922744	15/01/2007	14
Australia	LADYBIRD device (new)	953783	28/03/2003	3 24 25
Australia	LADYBIRD device (new)	978119	12/11/2003	5 3
Australia	BIRD LADYBIRD	A328493	09/02/1979	14
Australia	BIRD LADYBIRD	A328494	09/02/1979	18
Australia	LADYBIRD	4481470	12/02/1988	03
Australia	LADYBIRD	871133	30/03/2001	24 25 35
Australia	LADYBIRD	953782	28/03/2003	03 24 25
Australia	LADYBIRD	978120	12/11/2003	03 05
Australia	LADYBIRD	1180647	15/01/2007	14
Australia	LADYBIRD	1192749	13/08/2007	10 12 20
Austria	LADYBIRD device (03)	141662	28/04/1992	25
Bahrain	LADYBIRD	43423	01/02/2005	25
Bahrain	LADYBIRD	922745	15/01/2007	14
Bahrain	LADYBIRD	960437	07/01/2008	5
Bahrain	LADYBIRD	TM41497	01/06/2004	3
Bahrain	LADYBIRD	TM41498	01/06/2004	16
Bahrain	LADYBIRD & device (3)	18873	24/04/1995	25
Bahrain	LADYBIRD device (new)	39736	27/09/2003	25
Bahrain	LADYBIRD device (new)	922744	15/01/2007	14

Country	Trade mark	Application No. or Registration No.	Filing Date	Class(es)
United Kingdom	Not a word mark 	2036910	21/09/1995	25
United States of America	LADYBIRD	78662549	01/07/2005	09 14
United States of America	LADYBIRD	3219475	01/07/2005	03 05 10 16 21 24 35
United States of America	LADYBIRD	3350620	19/06/2002	25
United States of America	LADYBIRD device (new)	78/465704	11/08/2004	25
United States of America	LADYBIRD device (new)	3162033	01/07/2005	3 5 10 16 21 24
United States of America	LADYBIRD device (new)	78662525	01/07/2005	9 14 35
United States of America	LADYBUG	78/465689	11/08/2004	25
United States of America	LADYBUG	78756126	16/11/2005	3 5 9 10 16 21 24
Vietnam	COCCINELLE	n/a		12 14 18 20 24 25 35
Vietnam	LADYBIRD	4-2008-19253	09/09/2008	12 14 18 20 24 25 35
Vietnam	LADYBIRD & Device (03)	8412	10/12/1992	25
Vietnam	LADYBIRD device (new)	4-2008-19252	09/09/2008	12-14 18 20 24 25 35
West Bank	LADYBIRD	10176	17/09/2008	25
West Bank	LADYBIRD	13033	22/01/2007	14