

11-16-1998



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11/10/98

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
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
10 30 1998

Name

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/13/1998 DNGUYEN 00000203 1910407

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 25.00 DP

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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: 1812 FRAME: 0984

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

(212) 909-8995

Name

Elisa Raley

Address (line 1)

Debevoise & Plimpton

Address (line 2)

875 Third Avenue

Address (line 3)

New York, N.Y. 10022

Address (line 4)

Pages

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

#

4

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

2

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

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

1,910,407	1,787,031	<input type="text"/>
<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.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

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.

Elisa Raley

Name of Person Signing

Elisa Raley

Signature

November 9, 1998

Date Signed

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (this "*Assignment*") dated as of October 30, 1998 made by EWH 1979 DEVELOPMENT COMPANY, L.P., a California limited partnership, having an address c/o TrizecHahn Centers Inc., 4350 La Jolla Village Drive, Suite 700, San Diego, California 92122-1233 ("*Assignor*"), to NORTH COUNTY FAIR LLC, a Delaware limited liability company, having an address at c/o Westfield Corporation, Inc., 11601 Wilshire Blvd. 12th Floor, Los Angeles, California 90025- 1740 ("*Assignee*").

WHEREAS, Assignor has adopted, used and is using certain tradenames, servicemarks, tradenames, logos and trademarks, whether or not registered, including all common law rights thereto, relating to the property known as North County Fair, Escondido, California and more particularly described on Exhibit A attached hereto and made a part hereof (the "*Property*") (collectively, the "*Assigned Marks*") including, without limitation, the marks set forth on Schedule I hereto and incorporated by reference herein which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office;

WHEREAS, Assignee desires to purchase or acquire Assignor's fifty five percent (55%) undivided interest as a tenant-in-common, being all Assignor's right, title and interest in and to the Assigned Marks;

WHEREAS, Assignor desires to execute and deliver this Assignment to Assignee; and

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

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee Assignor's fifty five percent (55%) undivided interest as a tenant-in-common, being all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law and equity that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or its legal representatives, as tenant-in-common, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that Assignor shall and shall cause each of its affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in

the Agreement and render effective the consummation of the transaction contemplated hereby and thereby.

Except as set forth in the Asset Purchase Agreement, dated as of April 6, 1998, among TrizecHahn Centers Inc., Westfield America, Inc. and The Rouse Company, as amended, this Assignment is made without representation or warranty by, or recourse against, Assignor of any kind whatsoever.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to federal trademark issues, the laws of the State where the Property is located with respect to state trademark issues and, in all other respects including as to validity, interpretation and effect, by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

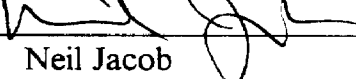
This Assignment may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of this 30th day of October, 1998.

ASSIGNOR:

EWB 1979 DEVELOPMENT COMPANY, L.P.,
a California limited partnership

By: TRIZECHAHN CENTERS INC.,
a California corporation, its general partner

By: 
Name: Neil Jacob
Title: Vice President

"Express Mail" mailing label No. E198888550245

Date of Deposit November 9, 1998

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.113 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

E. Lisa Raley
(Typed or printed name of person mailing paper or fee)


(Signature of person mailing paper or fee)

EXHIBIT A

PARCEL A:

PARCELS 7 AND 8 OF ESCONDIDO MAP NO. 85-08, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP NO. 14270, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 1, 1986.

PARCEL B:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO PARCEL A, INCLUDING BUT NOT LIMITED TO EASEMENTS FOR PEDESTRIAN USES, AUTOMOBILE USE, INGRESS AND EGRESS AND PARKING AND CONSTRUCTION, INSTALLATION, OPERATION AND MAINTENANCE OF UTILITY LINES, STRUCTURAL SUPPORT, CONSTRUCTION AND ENCROACHMENT, FIRE AND SERVICE CORRIDORS AND OTHER INCIDENTAL USES, ALL AS SET FORTH AND ESTABLISHED IN THAT CERTAIN CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT (HEREINAFTER REA, DATED NOVEMBER 26, 1986, EXECUTED BY EWH ESCONDIDO ASSOCIATES, L.P., A DELAWARE LIMITED PARTNERSHIP, CARTER HAWLEY HALE STORES, INC., A DELAWARE CORPORATION, SEARS ROEBUCK AND CO., A NEW YORK CORPORATION, J.C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION, NORDSTROM, INC., A WASHINGTON CORPORATION AND ADCOR REALTY CORPORATION, A NEW YORK CORPORATION AND THE MAY DEPARTMENT STORES COMPANY, A NEW YORK CORPORATION, RECORDED NOVEMBER 26, 1986, INSTRUMENT NO. 86-549267, OFFICIAL RECORDS, IN, OVER, AND UPON THOSE CERTAIN PARCELS MORE PARTICULARLY DESCRIBED AS PARCELS 1 THROUGH 6 OF ESCONDIDO MAP NO. 85-08, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP NO. 14270, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 1, 1986, AS SET FORTH IN THE R.E.A., TOGETHER WITH ALL OF THE RIGHTS POWERS AND PRIVILEGES AND BENEFITS UNDER SAID CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT ACCRUING TO EWH ESCONDIDO ASSOCIATES L.P., A DELAWARE LIMITED PARTNERSHIP, ITS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS.

U.S. Trademark Registrations

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF REGISTRATION</u>
North County Fair	1,910,407	August 8, 1995
North County Fair	1,787,031	August 10, 1993

U.S. Trademark Applications

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
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SD983000.067/SCW/H3684-047/10-27-98/tem