

03-09-2001

R SHEET
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Tab settings

To the Honorable Commissioner

the attached original documents or copy thereof.

1. Name of conveying party(ies):

PASOLDS LIMITED

- Individual(s)
- General Partnership
- Corporation - ~~State~~ - United Kingdom
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

2-26-01

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 20, 2001

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

Name: Woolworths Plc

Internal Address: Woolworths House

Street Address: 242-246 Marylebone Rd.

City: London ~~XXXX~~ UK ZIPNW1 6JL

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - ~~XXXX~~
- Other Public Limited Company - UK

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/851,709

03/08/2001 GTDN14 00000244 75851709

01 FC:481

40.00 DP

Additional numbers attached? Yes No

B. Trademark registration No.(s)

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

Name: Bernice E. Silverman

Internal Address: Burgess, Ryan & Wayne

370 Lexington Ave.

New York, NY 10017

Street Address: (SAME AS ABOVE)

City: State: ZIP:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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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.

Bernice E. Silverman

Name of Person Signing

Bernice E. Silverman

Signature

February 26, 2001

Date

Total number of pages comprising cover sheet:

1

U-Wt-5495

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Trademark Application No: 75/851, 709

Filed: November 17, 1999

Mark: "LADYBERD"

POWER OF ATTORNEY AT LAW

Woolwoths Plc., the Assignee whose address is Woolwoths House, 242-246 Marylebone Road, London NW1 6JL, United Kingdom, appoints: Milton J. Wayne and Bernice E. Silverman, members of the Bar of the State of New York of Burgess, Ryan and Wayne, 370 Lexington Avenue, New York, N.Y. 10017 to act in all respects in connection with the Application, to transact all business in the U.S. Trademark Office relevant thereto, and to receive the Certificate of Registration.

DESIGNATION OF DOMESTIC REPRESENTATIVE

370 Lexington Avenue, New York, N.Y. 10017, are hereby designated as representatives of Woolwoths Plc, the Assignee, upon whom notices or process and proceedings affecting the mark may be served.

Woolwoths Plc
By: MJW X
Signature

PAUL PARKER X
Print/Type Name

COMPANY SECRETARY X
Type Title

Dated: 20th February 2001 X

THIS ASSIGNMENT is made on February 20, 2001

BETWEEN:-

- (1) PASOLDS LIMITED whose registered office is at 155 St Vincent Street, Glasgow, G2 5PA, UK (the 'Assignor'); and
- (2) WOOLWORTHS PLC whose registered office is at Woolworths House, 242-246 Marylebone Road, London NW1 6JL, UK (the 'Assignee').

THE PARTIES AGREE as follows:

1. DEFINITIONS

In this Agreement:

"Trade Marks" means the trade mark applications and trade mark registrations, details of which are set out in the Schedule.

2. ASSIGNMENT

In consideration of the payment by the Assignee to the Assignor of £100 (receipt of which is hereby acknowledged by the Assignor) the Assignor hereby assigns and transfers to the Assignee absolutely;

- 2.1 all of the right, title and interest in and to the Trade Marks including all statutory and common law rights attaching to the Trade Marks and all the rights, powers, liberties and immunities attaching to the Trade Marks, free from all liens, charges and encumbrances;
- 2.2 the benefit of any registered trade mark granted pursuant to any application included in the Trade Marks with the intention that on registration the Assignee is entered on the register of trade marks as the registered proprietor of that registered trade mark;
- 2.3 the right to sue for and to recover damages and other remedies in respect of any infringement of or acts of passing off in respect of the Trade Marks which may have occurred before the date of this Assignment; and
- 2.4 the goodwill of the business attaching to the Trade Marks.

3. GOVERNING LAW

This Assignment is governed by, and shall be construed in accordance with, English law.

AS WITNESS this Assignment has been executed as a deed by the parties the day and year first before written.

Signed by)
For and on behalf of)
PASOLDS LIMITED)



~~Director/Company Secretary~~

Signed by)
For and on behalf of)
WOOLWORTHS PLC)



~~Director/Company Secretary~~

SCHEDULE

THE TRADE MARKS

<u>Mark</u>	<u>Application/Registration No.</u>	<u>Class</u>
LADYBIRD	75/851709	25