

07-31-2002

LY



To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

102174840

Address of receiving party(ies):

1. Name of conveying party(ies):

Whitebread PLC  
Chiswell Street  
London EC1Y 4SD, England

07-12-02

Brandbrew S.A.  
5 Parc d'Activite Sydrall  
L - 5365 Munsbach, Luxembourg

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

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Luxembourg
- Other \_\_\_\_\_

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

Domestic representative is attached:  Yes  No  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date:

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Commissioner for trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513 on the date shown below.

LAWRENCE E. ABELMAN

Signature

Date: July 9, 2002

Additional numbers attached?  Yes  No

4. (B.) Trademark Registration No.(s)

HIND'S HEAD Device - No. 561142

5. Correspondence should be mailed to:

LAWRENCE E. ABELMAN  
ABELMAN, FRAYNE & SCHWAB  
150 East 42nd Street  
New York, New York 10017-5612

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

1

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

Enclosed  
(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)

Authorized to be charged to deposit account  
Deposit account number: 01-0035

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

07/30/2002 DBYRNE 00000127 561142

01 FC:481

40.00

DO NOT USE THIS SPACE

8. 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.

LAWRENCE E. ABELMAN  
Name of Person Signing

*[Handwritten Signature]*  
Signature

July 9, 2002  
Date

Total number of pages comprising cover sheet: 7

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**REVOCATION**

**AND**

**NEW POWER OF ATTORNEY**

Mark: HIND'S HEAD Device

Registration: 561142

Serial No.:

Class(es): 32

Owner: Brandbrew S.A.

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**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Abelman, Frayne & Schwab, whose postal address is 150 East 42nd Street, New York, New York 10017-5612, U.S.A. is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

**POWER OF ATTORNEY**

Applicant hereby revokes all previous Powers of Attorney and hereby appoints jointly and severally, with full power of substitution, the power of appointment of an associate attorney and the power of revocation

Lawrence E. Abelman  
Jeffrey A. Schwab  
Victor M. Tannenbaum  
Peter J. Lynfield  
Alan J. Hartnick  
Caridad Piñeiro Scordato

Julianne Abelman  
Jonathan W. Gumpport  
Marsha G. Ajhar  
Norman S. Beier  
Thomas E. Spath  
Julie B. Seyler  
Marie-Anne Mastrovito

members of the Bar of the State of New York, whose address is

**ABELMAN, FRAYNE & SCHWAB**  
150 East 42nd Street  
New York, New York 10017-5612 U.S.A.

to transact business in the Patent and Trademark Office in connection with our trademarks, applications therefor, and registrations which have or will issue thereon.

By



Date

July 1, 2002

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**TRADEMARK**

**REEL: 2552 FRAME: 0870**

Dated 25th May, 2000

WHITBREAD PLC

and

BRANDBREW SA

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ASSIGNMENT OF WHITBREAD TRADE MARKS

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Page 1 of 16  
I hereby certify that this document  
is a true copy ~~-abstract-~~  
of the original

Slaughter and May,  
35 Basinghall Street,  
London EC2V 5DB.

Ref: NJS/RJS/SAG

David HOLLANDERS de OUDERAEN  
*Civil Law Notary*

THIS ASSIGNMENT is made the 25th of May, 2000.

BETWEEN:

- (1) WHITBREAD PLC of Chiswell Street, London, EC1Y 4SD (the "Assignor"); and
- (2) BRANDBREW SA of L-Rue Goethe, 11BP 1107, Luxembourg (the "Assignee").

WHEREAS:

- (A) The Assignor is the owner and registered proprietor of the Trade Marks.
- (B) The Assignor has agreed to assign its interest in the Trade Marks in the Brandbrew Beer Field and the Brandbrew Non-Beer Field to the Assignee.

NOW IT IS HEREBY AGREED AS FOLLOWS:

## 1. INTERPRETATION

- 1.1 In this Agreement, the following expressions shall have the following meanings:

"Trade Marks" means the registered trade marks and trade mark applications whose details are set out in the schedule to this Agreement, including any goodwill connected with or attached to the same.

"Brandbrew Beer Field" means beer, ale, lager, bitter, mild, porter, stout, barley wine and other malt liquors and other descriptions of beer produced by the fermentation of inter alia barley, malt and hops; and

"Brandbrew Non-Beer Field" means any alcoholic beverage (including, without limitation, spirits and liquors) not covered by the Brandbrew Beer field.

## 2. ASSIGNMENT

In consideration of the payment of £1.00 from the Assignee to the Assignor (receipt of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks within the Brandbrew Beer Field and the Brandbrew Non-Beer Field (but no other fields) and all rights, privileges and advantages thereto, including without limitation all rights to bring any proceedings and obtain any remedy in respect of any infringement of the Trade Marks within the Brandbrew Beer Field or the Brandbrew Non-Beer Field which has occurred prior to the date of this Agreement to hold unto the Assignee, its successors and assigns absolutely.

## 3. FURTHER ASSURANCE

The Assignor shall, at the request of the Assignee, execute any further documents that may be reasonably necessary to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to ensure that the

Assignee is registered as the registered proprietor of the Trade Marks within the Brandbrew Beer Field and the Brandbrew Non-Beer Field with any relevant trade marks registry.

4. **GOVERNING LAW**

This Assignment shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts in relation to all matters arising out of this Assignment.

IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the parties on the date first above written.

Owner	Trademark	Country	Appl Date,	Number	Status	Agent	File Reference	Ntl. Classes
Client	Trademark Group	Next Renewal Due	Reg Date,	SubStatus	Business Group	Supervisor	Classes	
Whitbread plc	WHITBREAD TANKARD & Device	United Kingdom	14 Feb 1961	816961	Registered	Clifford Chance	21479	32
Whitbread Beer Company		14-Feb-2006	14 Feb 1961	816961		Ann Lynch	32	
Whitbread plc	WHITBREAD'S	United Kingdom	24 Mar 1934	549807	Registered	Clifford Chance	21363	32
Whitbread Beer Company		24-Mar-2004	24 Mar 1934	549807		Ann Lynch	32	
Whitbread plc	Hind's Head Device	USA	03 Feb 1951	71/609616	Registered	Greigg & Greigg P.L.L.C.	25638	32
Whitbread Beer Company		08-Jul-2002	08 Jul 1952	561142		Ann Lynch	32	
Whitbread plc	WHITBREAD	European Union (CTM)	29 Dec 1997	710665	Registered	Clifford Chance	25901	32, 33, 41, 42
Whitbread plc		29-Dec-2007	29 Dec 1997	710665			32, 33, 41, 42	

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Signed by  
for and on behalf of  
WHITBREAD PLC

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)  
)

*D. H. Richardson*

Signed by  
for and on behalf of  
BRANDBREW SA

)  
)  
)

*Cherine van der Meer*

*[Signature]*

*I hereby certify that this document is a true abstract copy of the original document.*



*David Hollanders de Ouderaen  
Civiel Recht Notary*

