

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Woolworths PLC		01/20/2009	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Argos Limited		
<b>Street Address:</b>	Avebury		
<b>Internal Address:</b>	489-499 Avebury Boulevard		
<b>City:</b>	Milton Keynes		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	MK9 2 NW		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76690829	CHAD VALLEY	
<b>Serial Number:</b>	76690830	CHAD VALLEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(816)531-7545		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(816) 460-2400		
<b>Email:</b>	bmcginley@sonnenschein.com, amhansen@sonnenschein.com		
<b>Correspondent Name:</b>	Brian R. McGinley		
<b>Address Line 1:</b>	Sonnenschein Nath & Rosenthal LLP		
<b>Address Line 2:</b>	P. O. Box 061080, Wacker Drive Station		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-1080		
<b>ATTORNEY DOCKET NUMBER:</b>	70000792-0001		
<b>DOMESTIC REPRESENTATIVE</b>			

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Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Brian R. McGinley
Signature:	/brian r mcginley/
Date:	02/03/2009

**Total Attachments: 8**

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Dated 20 January 2009

WOOLWORTHS PLC

(in administration)

and

NEVILLE KAHN, NICK DARGAN and DAN BUTTERS (as joint administrators of the  
Assignor)

and

ARGOS LIMITED

REGISTERED MARK ASSIGNMENT

(USA)

**Linklaters**

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

Telephone (44-20) 7456 2000  
Facsimile (44-20) 7456 2222

Ref Ian Karet/Georgina Warnett

**TRADEMARK**  
**REEL: 003928 FRAME: 0614**

## REGISTERED MARK ASSIGNMENT

This Agreement is made on 20 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 KAHN, NICK DARGAN and DAN BUTTERS** all of Deloitte LLP of Athene Place, 66 Shoe Lane, London, EC4A 3BQ (the "**Administrators**"); and
- (3) **ARGOS LIMITED** a company incorporated in England and Wales with registration number **01081551** whose registered office is at Avebury, 489-499 Avebury Boulevard, Milton Keynes, MK9 2NW (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

"**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:

- (i) 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

- (ii) 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.

**3.2** Subject to Clause 3.1, 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 Rescission**

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.

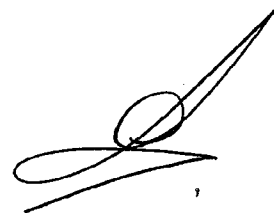
**10 Publicity**

Save as required by law or regulation (including any professional rules), the parties shall not divulge to any third party (except its professional advisers who shall also keep the same confidential) any information regarding the existence or subject matter of this Agreement without the prior written consent of the other parties.

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

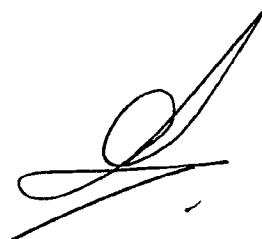
**SIGNED** for and on behalf of Woolworths plc  
(in administration) by one of the Administrators  
(as its agent without personal liability)

}

A handwritten signature in black ink, consisting of a large loop at the top and a horizontal line below it.

**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)

}

A handwritten signature in black ink, identical to the one above, consisting of a large loop at the top and a horizontal line below it.

**EXECUTED** by Matthew Smith on behalf of Argos Limited

}



**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  
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provisions of this Agreement in their favour)

}

**EXECUTED** by Matthew Smith on behalf of Argos Limited

}



**Schedule 1**

**Trade Marks**

Country	Trade mark	Application No. or Registration No.	Application Date or Registration Date	Classes
USA	CHAD VALLEY	76/690829	24-Jun-2008	28
USA	CHAD VALLEY & Device	76/690830	24-Jun-2008	28