

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAMSARD 3145 LIMITED		04/02/2009	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	HAMSARD 3146 LIMITED		
Street Address:	Windrush Park, Witney		
Internal Address:	Windrush House		
City:	Oxfordshire		
State/Country:	UNITED KINGDOM		
Postal Code:	OX29 7DX		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2836373	WHITTARD	
Registration Number:	3452000	WHITTARD	
Registration Number:	3762007	WHITTARD OF CHELSEA	
Registration Number:	3565173	WHITTARD OF CHELSEA	
CORRESPONDENCE DATA			
Fax Number:	(901)577-0812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	901-577-8151		
Email:	trademarks@bakerdonelson.com		
Correspondent Name:	Grady M. Garrison		
Address Line 1:	165 Madison Avenue, Suite 2000		
Address Line 4:	Memphis, TENNESSEE 38103		
ATTORNEY DOCKET NUMBER:	FORRESTER.WHITTARD3ASSIGN		

OP \$1115.00 2836373

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

grady m garrison

Signature:

/gmg/

Date:

04/23/2010

Total Attachments: 24

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DATED

2 APRIL

2009

HAMSARD 3145 LIMITED

(1)

and

HAMSARD 3146 LIMITED

(2)

INTELLECTUAL PROPERTY LICENCE

Hammonds LLP

7 Devonshire Square London EC2M 4YH DX 136546 Bishopsgate 2
Telephone +44 (0)20 7655 1000 Fax +44 (0)20 7655 1001

Website www.hammonds.com

Reference MCBP/PXS1/HAM.445-0002

TRADEMARK
REEL: 004191 FRAME: 0722

PARTIES

- (1) **HAMSARD 3145 LIMITED** (Company Number 6253143) whose registered office is at Rutland House, 148 Edmund Street, Birmingham B3 2JR ("**Licensor**")
- (2) **HAMSARD 3146 LIMITED** (Company Number 6753147) whose registered office is at Windrush House, Windrush Park, Witney, Oxfordshire OX29 7DX ("**Licensee**")

INTRODUCTION

- A The Licensor is the owner of the Licensed Intellectual Property.
- B The Licensee wishes to use the Licensed Intellectual Property in the Business.
- C This agreement sets out the terms and conditions on which the Licensor will permit use by the Licensee of the Licensed Intellectual Property in the Business.

IT IS AGREED THAT:

1 DEFINITIONS

1.1 In this agreement the following words and phrases shall have the following meanings (including, without limitation when used in the Introduction) unless the context requires otherwise:

"Business" means the Licensee's business comprising the warehousing, distribution and retail of multiple specialist teas, coffees and related gifts.

"Commencement Date" means the date of this agreement.

"Intellectual Property Rights" means patents, trade marks, service marks, designs, trade or business names, copyright (including, but not limited to, rights in software), database rights, design rights, rights in confidential information and any other intellectual property rights whatsoever which may subsist in any part of the world irrespective of whether such intellectual property rights have been registered or not.

"Licensed Intellectual Property" means all Intellectual Property Rights owned by the Licensor and related to the operation of the Business by the Licensee, whether now or in the future, including, without limitation the Trade Marks.

"Licence Fee" means the sum of £4,000 (four thousand pounds sterling) per calendar month, such amount payable monthly in advance in accordance with clause 2.

"Products" means the goods in relation to which the Trade Marks are to be used by the Licensee.

"Term" means the term of this agreement as set out in clause 3.1.

"Territory" means the world.

"Trade Marks" means all those trade marks and trade mark applications set out in Schedule 1.

2 GRANT OF LICENCE

- 2.1 In consideration of the payment of the continued payment of the Licence Fee, the Licensor hereby grants to the Licensee a non-exclusive right and licence to use the Licensed Intellectual Property solely for the purpose of operating the Business within the Territory during the Term.
- 2.2 The Licence Fee shall be payable monthly in advance on the last calendar day of each month, save for the first payment which shall be payable partially in arrears (in relation to the period from the date of this agreement to the end of the first calendar month) and partially in advance (in relation to the subsequent calendar month).

3 TERM AND TERMINATION

- 3.1 This agreement shall come into full force and effect on the Commencement Date and shall continue in full force and effect indefinitely subject only to termination in accordance with clauses 3.2, 3.3 or 3.4.
- 3.2 The Licensor may terminate this agreement at any time by service of thirty (30) days' written notice on the Licensee.
- 3.3 The Licensor may terminate this Agreement immediately by service of written notice on the Licensee if the Licensee is in material breach of any term of this agreement and such breach remains unremedied for a period of thirty (30) days.
- 3.4 This agreement shall automatically terminate without the need for any further act or thing to be done by either party in the event that:
- (a) any meeting of creditors of the Licensee is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the Licensee;
 - (b) a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the Licensee or any encumbrancer takes possession of or any distress, lien, execution or other process is levied or enforced upon the assets of the Licensee;
 - (c) the Licensee ceases or threatens to cease to carry on business or is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (d) a petition is presented for the winding up of the Licensee;
 - (e) a notice of intention to appoint an administrator is filed with the court or served on any creditor of the Licensee;
 - (f) an application for an administration order or an administration order in respect of the Licensee is issued at court;

- (g) a meeting is convened for the purpose of considering a resolution for the making of an application for an administration order, or the dissolution of the Licensee; or
- (h) any event analogous to any of the foregoing occurs in any jurisdiction.

3.5 On termination of this agreement in accordance with clauses 3.2, 3.3 or 3.4, the Licensee shall immediately cease all use of the Licensed Intellectual Property in the Business.

4 QUALITY OF PRODUCTS

4.1 All Products manufactured by the Licensee under or by reference to the Trade Marks shall comply with the specifications and standards of quality in relation to their manufacture, materials used, workmanship and design, packaging and storage as directed by the Licensor from time to time.

4.2 Products intended to be marketed under the Trade Marks which in the Licensor's opinion are not of the quality required by the Licensor under clause 4.1 above shall on notice being given by the Licensor immediately be withdrawn from production and sale by the Licensee and they shall either be corrected or destroyed or the Trade Marks removed from them at the Licensor's option. The Licensor may inspect any such corrected products before they are marketed.

4.3 If at any time the Licensee becomes aware of any defect or insufficiency in the information provided by the Licensor or of any defect in any Product manufactured by the Licensee in accordance with such information it shall immediately inform the Licensor.

5 USE OF THE TRADE MARKS

5.1 The Licensee shall not use the Trade Marks except in relation to the Products and the Business.

5.2 The Licensee shall use the Trade Marks in the form stipulated by the Licensor from time to time and shall observe any reasonable directions given by the Licensor as to colours and size of the representations of the Trade Marks and their manner and disposition on the Products and their containers, packaging, labels, wrappers and any accompanying leaflets, brochures or other material, and in any advertising material prepared by the Licensee for the Products.

5.3 The use of the Trade Marks by the Licensee shall at all times be in keeping with and seek to maintain the distinctiveness and reputation thereof as determined by the Licensor in its sole discretion, and the Licensee shall immediately cease any use not consistent therewith as the Licensor may reasonably require.

5.4 All use of the Trade Marks by the Licensee shall at all times be for the benefit of the Licensor and any goodwill accrued to the Licensee by its use of the Trade Marks shall accrue to and be held in trust by the Licensee for the Licensor which goodwill the Licensee hereby irrevocably and unconditionally assigns to the Licensor.

6 OWNERSHIP OF THE TRADE MARKS

The Licensee shall not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Trade Marks except under the terms of this agreement, and acknowledges that nothing

contained in this agreement shall give the Licensee any right, title or interest in or to the Trade Marks save as granted hereby.

7 INFRINGEMENTS

- 7.1 The Licensee shall as soon as it becomes aware thereof give the Licensor in writing full particulars of any use or proposed use by any other person, firm or company of a trade name, trade mark or get-up of goods or mode of promotion or advertising which amounts or might amount either to infringement of the Licensor's rights in relation to the Trade Marks or to passing-off.
- 7.2 If the Licensee becomes aware that any other person, firm or company alleges that the Trade Marks are invalid or that use of the Trade Marks infringes any rights of another party or that the Trade Marks are otherwise attacked or attackable the Licensee shall immediately give the Licensor full particulars in writing thereof and shall make no comment or admission to any third party in respect thereof.
- 7.3 The Licensor shall have the conduct of all proceedings relating to the Trade Marks and shall in its sole discretion decide what action (if any) to take in respect of any infringement or alleged infringement of the Trade Marks or passing-off or any other claim or counterclaim brought or threatened in respect of the use or registration of the Trade Marks. The Licensee shall not be entitled to bring any action for infringement nor require the Licensor to bring any such action under section 30 of the Trade Marks Act 1994 or any replacement thereof or any similar or equivalent legislation in any part of the Territory and the Licensor shall not be obliged to bring or defend any proceedings in relation to the Trade Marks if it decides in its sole discretion not to do so. The Licensee shall at the request of the Licensor give full co-operation to the Licensor in any action, claim or proceedings brought or threatened in respect of the Trade Marks and the Licensor shall meet any reasonable expenses incurred by the Licensee to third parties in giving such assistance.

8 MAINTENANCE OF THE MARKS

- 8.1 The Licensee shall not use any of the Licensed Intellectual Property in any way or do or permit any act to be done which would or might:
- (a) jeopardise or invalidate any registration of the Trade Marks or any other registered Licensed Intellectual Property;
 - (b) prejudice the right or title of the Licensor to any of the Licensed Intellectual Property Rights;
 - (c) allow any of the Trade Marks to become generic, lose its distinctiveness or become liable to mislead the public; or
 - (d) be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of the Licensor

and the Licensee shall immediately cease such use or act as the Licensor may in its discretion require.

9 GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts in relation to any dispute that arises out of or in connection with it.

IN WITNESS of which the parties have signed this agreement on the date set out above.

SCHEDULE 1

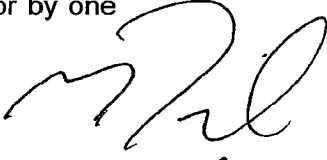
TRADE MARKS

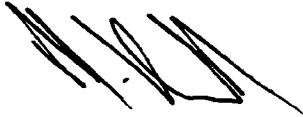
1. "Boaters COFFEE COMPANY" (Figurative Mark), Community Trade Mark, number 4494563



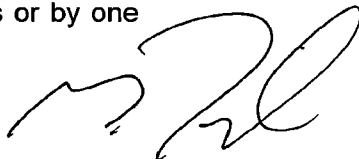
Schedule 1 - IP (v1-C
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SIGNED on behalf of **HAMSARD 3145 LIMITED** acting by two directors or by one director and the secretary:

Director
Signature : 
Name : M. TAYLOR

Director/Secretary
Signature : 
Name : MICHAEL HALL

EXECUTED on behalf of **HAMSARD 3146 LIMITED** acting by two directors or by one director and the secretary:

Director
Signature : 
Name : M. TAYLOR

Director/Secretary
Signature : 
Name : MICHAEL HALL



These are all the UK Domestic Trade Mark Applications or Registrations in the name of Boaters Coffee Co. Limited

TM Number	Mark Text	Type	Date	Status	Classes
2068838	HAZELNUT HEAVEN	WO	17.04.1996	Registered	30
2068839	IRISH CREAM DREAM	WO	17.04.1996	Registered	30
2108061	BOATERS MOCHA ORANGE	SW	20.08.1996	Registered	30
2108081	BOATERS	SW	20.08.1996	Registered	30
2109594		DO	10.09.1996	Registered	30
2122731	BOATERS STICKY TOFFEE COFFEE	SW	04.02.1997	Registered	30
2135358	COFFEE BEHAVING BADLY	WO	05.06.1997	Expired	30
2188957	BOATERS FLAVOUR IN AN INSTANCE!	WO	16.02.1999	Registered	30
2196136	BOATERS COFFEE TO GO	SW	30.04.1999	Registered	30
2237075	ROCKY ROAD MOCHA	WO	23.06.2000	Registered	30
2339486	CHOCOLATE BAR	WO	02.08.2003	Registered	30
2416992	CUPPAKIDZ	WO	18.03.2006	Registered	30

M. E. Colley

GILES BRAND

MARK COLLEY

M.A. COLLEY
MARK COLLEY

6160 DEMO Trade Marks Whittard of Chelsea Limited

Country Ref Device Mark Goods & Services Applicant/Owner Application No Registration No Application Date Registration Date
Argentina B20768AR WHITTARD WHITTARD Whittard of Chelsea plc 2.147.712 1815511 29/04/1998 09/01/2001
Next renewal fee due: 09/01/2011

Class(es):30
Class:
WHITTARD Whittard of Chelsea plc 2.147.713 1743555 29/04/1998 07/07/1999
Next renewal fee due: 07/07/2009

Class(es):35
Class:
WHITTARD Whittard of Chelsea Limited 1167877 1167877 23/03/2007 05/11/2007
Next renewal fee due: 23/03/2017

Class: 21 Household and kitchen utensils and containers; glassware; porcelain; earthenware; tableware; crockery; figurines and objects for decoration; all being made of glass, porcelain, terracotta or crystal.
Class: 30 Tea, instant tea, tisanes, tea-based beverages, cocoa, cocoa-based beverages, chocolate beverages; coffee and coffee substitutes, coffee-based beverages, chocolates, products containing chocolate, non-medicated confectionery, chocolate or confectionery sprinkles or toppings for hot beverages, bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices, flavourings and essences.

Class: 35 Retail services in respect of food and beverages; retail services in respect of household items, tableware and crockery; retail services by mail order and by the internet.
WHITTARD OF CHELSEA Whittard of Chelsea Limited 1167875 1167875 23/03/2007 05/11/2007
Next renewal fee due: 23/03/2017

Class(es):21,30,35
Class: 21 Household and kitchen utensils and containers; glassware; porcelain; earthenware; tableware; crockery; figurines and objects for decoration, all being made of glass, porcelain, terracotta or crystal.
Class: 30 Tea, instant tea, tisanes, tea-based beverages, cocoa, cocoa-based beverages, chocolate beverages; coffee and coffee substitutes, coffee-based beverages, chocolates, products containing chocolate, non-medicated confectionery, chocolate or confectionery sprinkles or toppings for hot beverages, bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices, flavourings and essences.

Trade Marks Whittard of Chelsea Limited

Country Ref	Device Mark	Applicant/Owner	Application. No Registration. No	Application. Date Registration Date
	Goods & Services			
	Class: 35 Retail services in respect of food and beverages; retail services in respect of household items, tableware and crockery; retail services by mail order and by the internet.			
Bahrain	WHITTARD	Whittard of Chelsea plc	423197 21818	26/03/1997 26/03/1997
B20770BH	WHITTARD Class(es):30			Next renewal fee due: 26/03/2017
	Class: 30 Tea, cocoa, coffee, coffee substitutes, beverages, chocolate, chocolates, products containing chocolate, non-medicated confectionery, bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices, flavourings, essences, all included in class 30.			
Chile	WHITTARD	Whittard of Chelsea plc	398266 559798	25/11/1997 27/01/2000
B20771CL	Class(es):30 Class:			Next renewal fee due: 27/01/2010
	Class: 30 Tea, cocoa, coffee, coffee substitutes, beverages, chocolate, chocolates, products containing chocolate, non-medicated confectionery, bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices, flavourings, essences, all included in class 30.			
China	WHITTARD	Whittard of Chelsea plc	3103233 3103233	01/03/2002 28/04/2003
B20772CN	Class(es):30 Class:			Next renewal fee due: 28/04/2013
	Class: 30 Tea, cocoa, coffee, coffee substitutes, beverages, chocolate, chocolates, products containing chocolate, non-medicated confectionery, bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices, flavourings, essences, all included in class 30.			
European Community	WHITTARD	Whittard of Chelsea Limited	000116160 000116160	01/04/1996 06/07/1998
B20773EM	Class(es):21,29,30 Class:			Next renewal fee due: 01/04/2016
	Class: 21 Household and kitchen utensils and containers (not of precious metal or coated therewith); combs; sponges; brushes (except paint brushes); brush making materials; articles for cleaning purposes; steelwool; unworked or semi-worked glass (except glass used in buildings); glassware; porcelain earthenware (not included in other classes); tableware not being of precious metals; crockery; not being of precious metals, figurines and objects for decoration, all being of glass, porcelain, terracotta or crystal.			
	Class: 29 Jams; jellies; preserved, dried and cooked fruits.			
	Class: 30 Tea, cocoa, coffee, coffee substitutes, beverages, chocolate, chocolates, products containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, rice, tapioca, sago, flour and preparations made from cereals; ices; honey; treacle; yeast; baking-powder; salt; mustard; vinegar, sauces, spices; flavourings; essences; tea-based beverages, cocoa-based beverages, coffee-based beverages; all included in class 30.			
European	WHITTARD	Whittard of Chelsea Limited	002023349	21/12/2000

Trade Marks Whittard of Chelsea Limited

Country Ref	Device	Mark	Applicant/Owner	Application, No	Application. Date
		Goods & Services		Registration. No	Registration Date
Community				002023349	18/04/2002
B20774EM		Class(es):35			Next renewal fee due: 21/12/2010
		Class: 35	Retail services on respect of food and beverages; retail services in respect of household items, tableware and crockery; retail services by mail order and by the internet.		
European Community			Whittard of Chelsea Limited	003305364	11/08/2003
B20775EM		Class(es):21,30,35		003305364	17/12/2004
		Class: 21	Household and kitchen utensils and containers (not of precious metals or coated therewith); combs; sponges; brushes (except paint brushes); articles for cleaning purposes; steelwool; unworked or semi-worked glass (except glass used in buildings); glassware; porcelain; earthenware (not included in other classes); tableware not being of precious metals; crockery not being of precious metals, figurines and objects for decoration, all being glass, porcelain, terracotta or crystal.		Next renewal fee due: 11/08/2013
		Class: 30	Tea, cocoa, coffee, coffee substitutes, beverages, chocolates, chocolates containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, rice, tapioca, sago, flour and preparations made from cereals; ice; honey; treacle; yeast; baking-powder; salt, mustard, vinegar, sauces, spices; flavourings, essences; tea-based beverages, cocoa-based beverages, coffee-based beverages; all included in class 30.		
		Class: 35	Retail services in respect of food and beverages; retail services in respect of household items, tableware and crockery; retail services by mail order and by the internet.		
European Community			Whittard of Chelsea Limited	002011898	21/12/2000
B20776EM		Class(es):35		002011898	03/04/2002
		Class: 35	Retail services in respect of food and beverages; retail services in respect of household items; tableware and crockery; retail services by mail order and by the internet.		Next renewal fee due: 21/12/2010
Georgia			Whittard of Chelsea plc	AM30687	30/03/2004
B20777GE		Class(es):21,30		M16068	14/07/2005
		Class: 01	Household and kitchen utensils and containers (not of precious metal or coated therewith); combs; sponges; brushes (except paint brushes); brush making materials; articles for cleaning purposes; steelwool; unworked or semi-worked glass (except glass used in buildings); glassware; porcelain; earthenware (not included in other classes); tableware not being of precious metals; crockery not being of precious metals, figurines and objects for decoration, all being of glass, porcelain, terracotta or crystal.		Next renewal fee due: 14/07/2015
		Class: 21	Household and kitchen utensils and containers (not of precious metal or coated therewith); combs; sponges; brushes (except paint brushes); brush making materials; articles for cleaning purposes; steelwool; unworked or semi-worked glass (except glass used in buildings); glassware; porcelain; earthenware (not included in other classes); tableware not being of precious metals; crockery not being of precious metals, figurines and objects for decoration, all being of glass,		

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TRADEMARK

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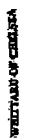
Trade Marks Whittard of Chelsea Limited

Country Ref	Device	Mark	Applicant/Owner	Application. No	Registration. No	Application. Date	Registration Date
Georgia	B20778GE	WHITTARD OF CHELSEA	Whittard of Chelsea plc	AM2004030888	M16069	30/03/2004	14/07/2005
		Class(es):21,30					Next renewal fee due: 14/07/2015
		Class: 21	Household and kitchen utensils and containers (not of precious metal or coated therewith); combs; sponges; brushes (except paint brushes); brush making materials; articles for cleaning purposes; steelwool; unworked or semi-worked glass (except glass used in buildings); glassware; porcelain; earthenware (not included in other classes); tableware not being of precious metals, figurines and objects for decoration, all being of glass, porcelain, terracotta or crystal.				
		Class: 30	Teas, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates; beverages containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices, flavourings, essences; all included in class 30.				
Hong Kong	B20780HK	WHITTARD	Whittard of Chelsea plc	300202599	300202599	23/04/2004	22/11/2004
		Class(es):21,30					Next renewal fee due: 22/04/2014
		Class: 21	Household and kitchen utensils and containers (not of precious metal or coated therewith); combs; sponges; brushes (except paint brushes); brush making materials; articles for cleaning purposes; steelwool; unworked or semi-worked glass (except glass used in buildings); glassware; porcelain; earthenware (not included in other classes); tableware not being of precious metals, figurines and objects for decoration, all being of glass, porcelain, terracotta or crystal.				
		Class: 30	Teas, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates; beverages containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices, flavourings, essences; all included in class 30.				
Hong Kong	B20779HK	WHITTARD OF CHELSEA	Whittard of Chelsea plc	300202580	300202580	23/04/2004	22/11/2004
		Class(es):21,30					Next renewal fee due: 22/04/2014
		Class: 21	Household and kitchen utensils and containers (not of precious metal or coated therewith); combs; sponges; brushes (except paint brushes); brush making materials; articles for cleaning purposes; steelwool; unworked or semi-worked glass (except glass used in buildings); glassware; porcelain; earthenware (not included in other classes); tableware not being of precious metals, figurines and objects for decoration, all being of glass, porcelain, terracotta or crystal.				
		Class: 30	Teas, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates; beverages containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices, flavourings, essences; all included in class 30.				
Ireland	B20781IE	WHITTARD OF CHELSEA	Whittard of Chelsea plc	957626	173379	06/11/1995	06/11/1995
		Class(es):30					Next renewal fee due: 06/11/2012

Trade Marks Whittard of Chelsea Limited

Country Ref	Device	Mark	Applicant/Owner	Application. No	Registration. No	Application. Date	Registration Date
		Goods & Services					
		Class: 30	Tea, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates, beverages containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices, flavourings, essences; all included in class 30.				
Israel		WHITTARD OF CHELSEA	Whittard of Chelsea plc	166256	166256	12/08/2003	19/10/2004
B20782IL		Class(es):30				Next renewal fee due: 12/08/2013	
		Class: 30	Tea, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates, beverages containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices, flavourings, essences; all included in class 30.				
Japan		CATHERINE	Whittard of Chelsea plc	2003-11082	4815621	12/12/2003	12/11/2004
B20783JP		Class(es):30				Next renewal fee due: 12/11/2014	
		Class:					
		Class:					
Japan		WHITTARD	Whittard of Chelsea plc	H04-114990	3011755	20/05/1992	30/11/1994
B20784JP		Class(es):30				Next renewal fee due: 30/11/2014	
		Class:					
Japan		WHITTARD OF CHELSEA	Whittard of Chelsea plc	H07-022315	4210794	08/03/1995	13/11/1998
B20785JP		Class(es):21				Next renewal fee due: 13/11/2008	
		Class:					
Kuwait		WHITTARD	Whittard of Chelsea plc	36721	32963	31/05/1997	31/05/1997
B20787KW		Class(es):30				Next renewal fee due: 29/05/2017	
		Class: 30	Tea, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates, products containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices, flavourings, essences; all included in class 30.				

Trade Marks Whittard of Chelsea Limited

Country Ref	Device	Mark	Applicant/Owner	Application. No Registration. No	Application. Date Registration Date
		Goods & Services			
Madrid Protocol (TM) European Community B21010WO		DREAMTIME	Whittard of Chelsea Ltd	927882 927882	11/06/2007 12/06/2007 Next renewal fee due: 12/06/2017
		Class(es):30			
		Class: 30 Teas, iced teas and tisanes.			
Madrid Protocol (TM) United States of America B21010WO		DREAMTIME	Whittard of Chelsea Ltd	927882 927882	11/06/2007 12/06/2007 Next renewal fee due: 12/06/2017
		Class(es):30			
		Class: 30 Teas, iced teas and tisanes.			
Malaysia B20812MY		WHITTARD	Whittard of Chelsea plc	97006781 9706781	26/05/1997 06/10/2006 Next renewal fee due: 26/05/2014
		Class: 30 Teas, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates, products containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices; flavourings; essences all included in class 30.			
		Class(es):30			
		Class: 30 Teas, iced teas and tisanes.			
Malaysia B20811MY		WHITTARD OF CHELSEA	Whittard of Chelsea plc	9706782	26/05/1997
		Class(es):30			
		Class: 30 Teas, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates, products containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices; flavourings; essences; all included in class 30.			
New Zealand B20935NZ		WHITTARD	Whittard of Chelsea Limited	765648 765648	23/03/2007 10/01/2008 Next renewal fee due: 23/03/2017
		Class(es):21,30,35			
		Class: 21 Household and kitchen utensils and containers; glassware; porcelain; earthenware; tableware; crockery; figurines and objects for decoration, all being made of glass, porcelain, terracotta or crystal.			

Trade Marks Whittard of Chelsea Limited

Country Ref	Device	Mark	Applicant/Owner	Application, No Registration, No	Application, Date Registration Date
		Goods & Services			
		Class: 30 Tea, instant tea, tisanes, tea-based beverages, cocoa, cocoa-based beverages, chocolate beverages; coffee and coffee substitutes, coffee-based beverages, chocolates, products containing chocolate, non-medicated confectionery, chocolate or confectionary sprinkles or toppings for hot beverages, bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices, flavourings and essences.			
		Class: 35 Retail services in respect of food and beverages; retail services in respect of household items, tableware and crockery; retail services of food and beverages and household items by mail order and by the Internet.			
Poland		WHITTARD OF CHELSEA	Whittard of Chelsea Ltd	Z-153804 106901	28/11/1995 06/11/1998 Next renewal fee due: 28/11/2015
B20788PL		Class(es):30			
		Class:			
Republic of Korea		WHITTARD OF CHELSEA	Whittard of Chelsea Ltd	9045/1995 344479	11/03/1995 31/07/1996 Next renewal fee due: 31/07/2016
B20786KR		Class(es):30,32			
		Class: 30 Green teas, barley tea, oolong, black tea, tea leaves, cocoa, coffee, substitutes for coffee, syrups and mineral water.			
		Class: 32 Syrups and mineral water.			
Russian Federation		WHITTARD	Whittard of Chelsea plc	97708525 169254	11/06/1997 16/11/1998 Next renewal fee due: 11/06/2017
B20789RU		Class(es):30			
		Class:			
Saudi Arabia		WHITTARD OF CHELSEA	Whittard of Chelsea plc	44953 476/15	22/07/1998 22/07/1998 Next renewal fee due: 22/07/2008
B20790SA		Class(es):30			
		Class:			
Singapore		WHITTARD	Whittard of Chelsea plc	S-7570/95 T95075701	16/08/1995 13/09/2000 Next renewal fee due: 16/08/2015
B20791SG		Class(es):30			

Trade Marks Whittard of Chelsea Limited

Country Ref	Device	Mark	Applicant/Owner	Application No Registration No	Application Date Registration Date
		Goods & Services			
		Class: 30 Tea, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates, chocolate products; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, spices; flavourings; essences; all included in class 30.			
Singapore		WHITTARD OF CHELSEA	Whittard of Chelsea plc	S-7571/95 T9507571G	16/08/1995 20/10/1999
B20792SG		Class(es):30			Next renewal fee due: 16/08/2015
		Class: Tea, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates, chocolate products; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices; flavourings; essences; all included in class 30.			
South Africa		WHITTARD	Whittard of Chelsea plc	97/15328 97/15328	09/10/1997 09/10/1997
B20793ZA		Class(es):30			Next renewal fee due: 09/10/2017
		Class: 30 Teas, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates, products containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices; flavourings; essences; all included in class 30.			
South Africa		WHITTARD OF CHELSEA	Whittard of Chelsea plc	97/15329 97/15329	09/10/1997 09/10/1997
B20794ZA		Class(es):30			Next renewal fee due: 09/10/2017
		Class: 30 Teas, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates, products containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices; flavourings; essences; all included in class 30.			
Taiwan		WHITTARD	Whittard of Chelsea plc	856357 762144	06/02/1996 16/05/1997
B20795TW		Class(es):30			Next renewal fee due: 16/05/2017
		Class: 30 Tea, cocoa, coffee, coffee substitutes, beverages; chocolate beverages, chocolate confectionery; chocolate coated nuts, chocolate eggs, chocolates with alcohol, chocolate bars, desserts containing chocolate, chocolate flavoured beverages, chocolate biscuits, chocolate cake, chocolate cakes, chocolate wafers, chocolate spreads, chocolate syrups; non-medicated confectionery, bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices; flavourings, and essences.			
Thailand		WHITTARD	Whittard of Chelsea plc	339802 KOR85677	29/07/1997 29/07/1997
B20818TH		Class(es):30			Next renewal fee due: 28/07/2017
		Class: 30 Teas, cocoa, coffee, coffee substitutes, cocoa based beverages, coffee based beverages, tea based beverages, iced tea beverages, chocolate and chocolates,			

Trade Marks Whittard of Chelsea Limited

Country Ref	Device	Mark	Applicant/Owner	Application. No	Registration. No	Application. Date	Registration Date	
		Goods & Services						
			non-medicated confectionery, bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices, flavourings except essential oils, essences for foodstuffs except essential oils.					
Thailand		WHITTARD OF CHELSEA	Whittard of Chelsea plc	339803	KOR88814	29/07/1997	29/07/1997	
B20820TH		Class(es):30					Next renewal fee due: 28/07/2017	
		Class: 30	Teas, cocoa, coffee, coffee substitutes, cocoa based beverages, coffee based beverages, tea based beverages, iced tea beverages, chocolate and chocolates, non-medicated confectionery, bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices, flavourings except essential oils, essences for foodstuffs except essential oils.					
Ukraine		WHITTARD	Whittard of Chelsea plc	97072308/T	18571	25/07/1997	25/07/1997	
B21043UA		Class(es):30					Next renewal fee due: 25/07/2017	
		Class:						
United Arab Emirates		WHITTARD	Whittard of Chelsea plc	20658	11758	15/03/1997	30/08/1997	
B20796AE		Class(es):30					Next renewal fee due: 15/03/2017	
		Class: 30	Teas, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates, products containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices; flavourings; essences; all included in class 30.					
United Arab Emirates		WHITTARDS OF CHELSEA	Whittard of Chelsea plc	26243	20942	25/04/1998	19/05/1999	
B20797AE		Class(es):30					Next renewal fee due: 25/04/2018	
		Class:						
United Kingdom		BUNNIES ON BIKES	Whittard of Chelsea plc	2225866	2225866	15/03/2000	01/09/2000	
B20798GB		Class(es):39					Next renewal fee due: 15/03/2010	
		Class: 39	Delivery of goods					
United Kingdom		DREAMTIME (Series of 2)	Whittard of Chelsea plc	2152530	2152530	03/12/1997	22/05/1998	

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Trade Marks Whittard of Chelsea Limited

Country Ref	Device	Mark	Applicant/Owner	Application. No	Registration. No	Application. Date	Registration Date
B20799GB		Class(es):30				Next renewal fee due: 03/12/2017	
		Class: 30	Teas, iced teas and tisanes.				
United Kingdom		ENGLISH ROSE	Whittard of Chelsea plc	2147694	2147694	10/10/1997	26/03/1999
B20800GB		Class(es):30				Next renewal fee due: 10/10/2017	
		Class: 30	Teas, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates, products containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices; flavourings; essences; all included in class 30.				
United Kingdom		SANTAS ON SCOOTERS	Whittard of Chelsea plc	2225858	2225858	15/03/2000	01/09/2000
B20801GB		Class(es):39				Next renewal fee due: 15/03/2010	
		Class: 39	Delivery of goods				
United Kingdom		SUMMER PUDDING (Series of 4)	Whittard of Chelsea plc	2048363	2048363	12/12/1995	11/10/1996
B20802GB		Class(es):30				Next renewal fee due: 12/12/2015	
		Class: 30	Teas, biscuits.				
United Kingdom		WHITTARD	Whittard of Chelsea plc	1488737	1488737	07/01/1992	05/02/1993
B20803GB		Class(es):21				Next renewal fee due: 07/01/2009	
		Class: 21	Household and kitchen utensils and containers; combs; sponges; brushes; glassware; porcelain; earthenware; tableware; crockery; figurines and objects for decoration, all being of glass, porcelain, terracotta or crystal; all included in class 21.				
United Kingdom		WHITTARD	Whittard of Chelsea plc	1488738	1488738	07/01/1992	26/02/1993
B20804GB		Class(es):30				Next renewal fee due: 07/01/2009	
		Class: 30	Tea, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates, products containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices; flavourings; essences; all included in class 30.				

Trade Marks Whittard of Chelsea Limited

Country Ref	Device	Mark	Applicant/Owner	Application. No Registration. No	Application. Date Registration Date
United Kingdom		Goods & Services	Whittard of Chelsea plc	2126264 2126264	12/03/1997 13/11/1998 Next renewal fee due: 12/03/2017
B20805GB		Class(es):30			
		Class: 30			Teas, cocoa, coffee, coffee substitutes, beverages; chocolate, chocolates, products containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices; flavourings; essences; all included in class 30.
United Kingdom		WHITTARD KITCHEN STORE	Whittard of Chelsea plc	2164745 2164745	23/04/1998 09/10/1998 Next renewal fee due: 23/04/2018
B20807GB		Class(es):21			
		Class: 21			Household and kitchen utensils and containers; combs; sponges; brushes; glassware; porcelain; earthenware; tableware; crockery; figurines and objects for decoration, all being of glass, porcelain, terracotta or crystal.
United Kingdom		WHITTARD T-ZONE	Whittard of Chelsea plc	2188658 2188658	12/02/1999 13/08/1999 Next renewal fee due: 12/02/2009
B20807GB		Class(es):21,30			
		Class: 21			Household and kitchen utensils and containers; glassware; porcelain; earthenware; tableware; crockery; figurines and objects for decoration, all being of glass, porcelain, terracotta or crystal.
		Class: 30			Teas, iced teas, tisanes, beverages, non-medicated confectionery, bread, biscuits, cakes, pastries, cookies, sugar, sauces, spices; flavourings; essences.
United States of America		WHITTARD	Whittard of Chelsea plc	78164489 2896373	16/09/2002 27/04/2004 Next renewal fee due: 27/04/2014
B20809US		Class(es):21			
		Class: 21			Household and kitchen utensils and containers; beverage glassware; porcelain earthenware, namely, mugs, tea kettles, tea pots, tea sets, non-electric coffee pots being not of precious metal, and beverage ware; crockery, namely, mugs, cups and saucers, plates, bowls, tea sets, tea pots, non-electric coffee pots and coffee makers, tea strainers, containers for household or kitchen use not being of precious metal, cookie jars, serving ware for serving food, bake ware, cook ware; figurines of glass, porcelain, terracotta and crystal; decorative plants made of glass, porcelain, terracotta and crystal; tableware, namely, butter dishes, coffee cups, dinnerware, drinking glasses, plates, salad bowls and serving dishes.
United States of America		WHITTARD	Whittard of Chelsea plc	76152306 2671068	23/10/2000 07/01/2003 Next renewal fee due: 07/01/2013
B20810US		Class(es):30			
		Class: 30			Tea

Trade Marks Whittard of Chelsea Limited

Country Ref	Device	Mark	Applicant/Owner	Application. No	Registration. No	Application. Date	Registration Date
United States of America		WHITTARD	Whittard of Chelsea Limited	77114331	3452000	23/02/2007	24/06/2008
B20815US		Class(es):30,35					Next renewal fee due: 24/06/2018
		Class: 30	Tea, cocoa, coffee, coffee substitutes, instant tea, tea-based beverages, cocoa-based beverages, coffee-based beverages; chocolate; products containing chocolate, namely, hot drinking chocolate, chocolate flavoured coffee and coffee beans, chocolate cappuccino, chocolate chai, chocolate flavoured tea, chocolate flavoured black tea, chocolate honey bush tea, chocolate and confectionary sprinkles and toppings for hot beverages.				
		Class: 35	Retail store services, online retail store services and mail order catalogue services in the fields of food, beverages, household items, tableware and crockery; product and service information to customers.				
United States of America		WHITTARD	Whittard of Chelsea Limited	771109165		16/02/2007	
B20817US		Class(es):43					
		Class: 43	Services for providing food and drink, namely, bar services, cafeteria services, canteen services, restaurant services, coffee shop and snack bar services; self-service restaurants; preparation of food and drink; catering services; provision of facilities for the consumption of food and of beverages.				
United States of America		WHITTARD OF CHELSEA	Whittard of Chelsea Limited	77114350		23/02/2007	
B20816US		Class(es):21,30,35					
		Class: 21	Household and kitchen utensils and containers (not of precious metals or coated therewith); glassware; porcelain; ceramics; earthenware (not included in other classes); tableware not being of precious metals; crockery not being of precious metals, figurines and objects for decoration, all being of glass, porcelain, terracotta or crystal.				
		Class: 30	Tea, cocoa, coffee, coffee substitutes, instant tea, tea-based beverages, cocoa-based beverages, coffee-based beverages; chocolate, chocolates, products containing chocolate; chocolate or confectionary sprinkles or toppings for hot beverages.				
		Class: 35	Retail store services, online retail store services and mail order catalogue services in the fields of food, beverages, household items, cookware, tableware and crockery, glassware, ceramics, coffee machines; product and service information to customers.				
United States of America		WHITTARD OF CHELSEA	Whittard of Chelsea Limited	771109169		16/02/2007	
B20818US		Class(es):43					

Trade Marks Whittard of Chelsea Limited

Country Ref	Device	Mark	Applicant/Owner	Application. No Registration. No	Application. Date Registration Date
		Goods & Services			
		Class: 43			
		Services for providing food and drink, namely, bar services, cafeteria services, canteen services, restaurant services, coffee shop and snack bar services; self-service restaurants; preparation of food and drink; catering services; provision of facilities for the consumption of food and of beverages.			

Whittard Trademark Applications - Pending or Ongoing

Territory	Name	Class	Covers	Status	Action Required	Progress Made
USA	Whittard	30	Tea and Drinks	Need declaration of use	Fill in declaration of use form and send with evidence that we have been selling tea in the US	Info posted to CPA 21st April 2008
USA	Whittard	35	Retail store and Online services	Pending	None	
USA	Whittard	43	Cafe & Canteen services	Pending	send proof of use to Forreste extension granted	
USA	Whittard of Chelsea	21	Ceramics	Pending	None	
USA	Whittard of Chelsea	30	Tea and Drinks	Pending	None	
USA	Whittard of Chelsea	35	Retail store and Online services	Pending	None	
USA	Whittard of Chelsea	43	Cafe & Canteen services	Pending	Proof of use	Noemie to work with Lisa, email sent to Lisa on the 30/07 to ask for photos
Saudi Arabia	Whittard of Chelsea	30	Tea and Drinks	Renewal and Company Name Change	De Pinna will act as Notary Public, sending Power of Attorney Form to SA Consul for authorisation	POA signed. Completed docs sent to CPA. Couldn't find original trademark certificate. Asked CPA to organise. Done. POA signed. Completed docs sent to CPA.
UAE	Whittard of Chelsea	30	Tea and Drinks	Renewal and Company Name Change	Dupina will act as Notary Public, sending Power of Attorney Form to UAE Consul for authorisation	Application for renewal has been filed but due to a backlog, we are unlikely to hear for 2 years
China	Whittard	21	Ceramics	Renewal and Company Name Change	We are making a final offer of \$8,000. The registration by us would have cost \$4000 anyway.	
China	Whittard (plus Whittard logo)	30	We own Teas, Coffee and Cocoa. This application is for honey, nutritional capsules and nutritional drinks.	Opposition pending and could take years. We won't be prevented from trading in China but this could cause some confusion if we do trade in China and no-one else should be using our name.		
New Zealand	Whittard of Chelsea	21,30,35	Tea and Drinks, Ceramics, Retail Services	Application withdrawn	None	
UK	Whittard T-BAR	30,42		we can renew at a cost of £474	Unlikely to get applications registered due to opposition. We decided not to incur costs of defence at this time.	Paddy has been asked what she wants to do. We should remove. Letter has been sent on the 30-07-08
Japan	Whittard of Chelsea	21	Tea	we can renew at cost of £793.02	We should proceed. Reply and confirm our intention please	Letter has been sent on the 30-07-08

Whittard Trademark Applications - Pending or Ongoing

Territory	Name	Class	Covers	Status	Action Required	Progress Made
USA	Whittard	30	Tea and Drinks	Need declaration of use	Fill in declaration of use form and send with evidence that we have been selling tea in the US	Info posted to CPA 21st April 2008
USA	Whittard	35	Retail store and Online services	Pending	None	None
USA	Whittard	43	Cafe & Canteen services	Pending	send proof of use to Forrester extension granted	None
USA	Whittard of Chelsea	21	Ceramics	Pending	None	None
USA	Whittard of Chelsea	30	Tea and Drinks	Pending	None	None
USA	Whittard of Chelsea	35	Retail store and Online services	Pending	None	None
USA	Whittard of Chelsea	43	Cafe & Canteen services	Pending	Proof of use	Noemie to work with Lisa, email sent to Lisa on the 30/07 to ask for photos
Saudi Arabia	Whittard of Chelsea	30	Tea and Drinks	Renewal and Company Name Change	De Pinna will act as Notary Public, sending Power of Attorney Form to SA Consul for authorisation	POA signed. Completed docs sent to CPA. Couldn't find original trademark certificate. Asked CPA to organise. Done. POA signed. Completed docs sent to CPA.
UAE	Whittard of Chelsea	30	Tea and Drinks	Renewal and Company Name Change	Dupina will act as Notary Public, sending Power of Attorney Form to UAE Consul for authorisation	Application for renewal has been filed but due to a backlog, we are unlikely to hear for 2 years
China	Whittard	21	Ceramics	Renewal and Company Name Change	We are making a final offer of \$8,000. The registration by us would have cost \$4000 anyway.	None
China	Whittard (plus Whittard logo)	30	We own Teas, Coffee and Cocoa. This application is for honey, nutritional capsules and nutritional drinks.	Opposition pending and could take years. We won't be prevented from trading in China but this could cause some confusion if we do trade in China and no-one else should be using our name.	Unlikely to get applications registered due to opposition. We decided not to incur costs of defence at this time.	None
New Zealand	Whittard of Chelsea	21,30,35	Tea and Drinks, Ceramics, Retail Services	Application withdrawn		Paddy has been asked what she wants to do. We should remove. Letter has been sent on the 30-07-08
UK	Whittard T-BAR	30,42		we can renew at a cost of £474		We should proceed. Reply and confirm our intention please
Japan	Whittard of Chelsea	21	Tea	we can renew at cost of £793.02		Letter has been sent on the 30-07-08