

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the license erroneously recorded as an assignment previously recorded on Reel 004191 Frame 0720. Assignor(s) hereby confirms the license from Hamsard 3145 Limited to Hamsard 3146 Limited.

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)577-0783
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 901-579-3128
 Email: wrobertson@bakerdonelson.com
 Correspondent Name: Wendy Robertson
 Address Line 1: 6060 Poplar Avenue, Suite 440
 Address Line 2: Baker, Donelson, Bearman, Caldwell et al

OP \$115.00 2836373

Address Line 4: Memphis, TENNESSEE 38119

ATTORNEY DOCKET NUMBER:

2900806/7

DOMESTIC REPRESENTATIVE

Name: Wendy Robertson

Address Line 1: 6060 Poplar Avenue, Suite 440

Address Line 2: Baker, Donelson, Bearman, Caldwell et al

Address Line 4: Memphis, TENNESSEE 38119

NAME OF SUBMITTER:

Wendy Robertson

Signature:

/wrobertson/

Date:

12/08/2010

Total Attachments: 29

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

04/23/2010
900160407

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 \$115.00 2836373

TO: GRADY M. GARRISON COMPANY, 165 MADISON AVENUE, SUITE 2000

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

grady m garison

Signature:

/grmg/

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: 004430 FRAME: 0189

DATE OF INTELLECTUAL PROPERTY LICENCE

2 APRIL

2009

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

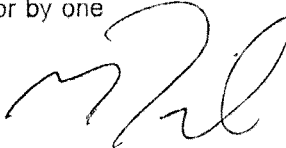
1. "Boaters COFFEE COMPANY" (Figurative Mark), Community Trade Mark, number 4494563



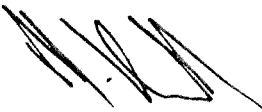
Schedule 1 - IP (v1-C
0042940267).pdf

SIGNED on behalf of **HAMSARD 3145 LIMITED** acting by two directors or by one director and the secretary:

Director
Signature
Name

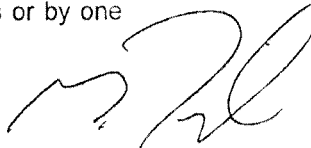
:
:
: 
: M. TAYLOR

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 INSTANCÉ!	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

GILES BRAND

M. E. Colley

MARK COLLEY

MARK COLLEY

Trade Marks Whittard of Chelsea Limited

Country Ref	Device	Mark	Applicant/Owner	Application. No Registration. No	Application. Date Registration Date
Argentina		WHITTARD	Whittard of Chelsea plc	2.147.712 1815511	29/04/1998 09/01/2001
B2076BAR		Class(es):30			Next renewal fee due: 09/01/2011
		Class:			
Argentina		WHITTARD	Whittard of Chelsea plc	2.147.713 1743555	29/04/1998 07/07/1999
B2076BAR		Class(es):35			Next renewal fee due: 07/07/2009
		Class:			
Australia		WHITTARD	Whittard of Chelsea Limited	1167877 1167877	23/03/2007 05/11/2007
B20934AU		Class(es):21,30,35			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.		
Australia		WHITTARD OF CHELSEA	Whittard of Chelsea Limited	1167875 1167875	23/03/2007 05/11/2007
B20936AU		Class(es):21,30,35			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.		

Trade Marks Whittard of Chelsea Limited

Country Ref	Device	Mark	Goods & Services	Applicant/Owner	Application, No Registration, No	Application, Date Registration, Date
			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	Class(es):30	Whittard of Chelsea pic	423/97 21818	26/03/1997 26/03/1997 Next renewal fee due: 26/03/2017
B20770BH			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	Class(es):30	Whittard of Chelsea pic	398266 559798	25/11/1997 27/01/2000 Next renewal fee due: 27/01/2010
B20771CL			Class: WHITTARD			
China	WHITTARD	WHITTARD	Class(es):30	Whittard of Chelsea pic	3103233 3103233	01/03/2002 28/04/2003 Next renewal fee due: 28/04/2013
B20772CN			Class: WHITTARD			
European Community		WHITTARD	Class(es):21,29,30	Whittard of Chelsea Limited	000116160 000116160	01/04/1996 06/07/1998 Next renewal fee due: 01/04/2016
B20773EM			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	Registration No	Application Date	Registration Date
Community		Goods & Services					
B20774EM		Class(es):35		002023349		18/04/2002	Next renewal fee due: 21/12/2010
		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	Whittard of Chelsea Limited				
B20775EM		Class(es):21,30,35		003305364		11/08/2003	Next renewal fee due: 11/08/2013
		Class: 21		003305364		17/12/2004	
		Class: 30					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.
		Class: 35					Tea, cocoa, coffee, coffee substitutes, beverages, chocolate, chocolates, beverages containing chocolate; non-medicated confectionery; bread, biscuits, cakes, pastries, cookies, sugar, rice, tapioca, sago, flour and preparations made from cereals; loaves; honey; 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 T-ZONE	Whittard of Chelsea Limited				
B20776EM		Class(es):35		002011898		21/12/2000	Next renewal fee due: 21/12/2010
		Class: 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.
Georgia		WHITTARD	Whittard of Chelsea pic				
B20777GE		Class(es):21,30		AM30687		30/03/2004	Next renewal fee due: 14/07/2015
		Class: 01		M16068		14/07/2005	
		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: 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,


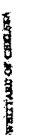
Trade Marks Whittard of Chelsea Limited

Country Ref	Device	Mark	Applicant/Owner	Application, No Registration, No	Application, Date Registration Date
		Goods & Services porcelain, terracotta or crystal.			
		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.			
Georgia		WHITTARD OF CHELSEA	Whittard of Chelsea plc	AM2004030688 M16069	30/03/2004 14/07/2005
B207780E		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		WHITTARD	Whittard of Chelsea plc	300202599 300202599	23/04/2004 22/11/2004
B20780HK		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		WHITTARD OF CHELSEA	Whittard of Chelsea plc	300202580 300202580	23/04/2004 22/11/2004
B20779HK		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		WHITTARD OF CHELSEA	Whittard of Chelsea plc	957526 173379	06/11/1995 06/11/1995
B20781IE		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
		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 Next renewal fee due: 12/08/2013
B20782L		Class(es):30				
		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.			
Japan		CATHERINE	Whittard of Chelsea plc	2003-11082	4815621	12/12/2003 12/11/2004 Next renewal fee due: 12/11/2014
B20783JP		Class(es):30				
		Class:				
		Class:				
Japan		WHITTARD	Whittard of Chelsea plc	H04-114990	3011755	20/05/1992 30/11/1994 Next renewal fee due: 30/11/2014
B20784JP		Class(es):30				
		Class:				
Japan		WHITTARD OF CHELSEA	Whittard of Chelsea plc	H07-022315	4210794	08/03/1995 13/11/1998 Next renewal fee due: 13/11/2008
B20785JP		Class(es):21				
		Class:				
Kuwait		WHITTARD	Whittard of Chelsea plc	36721	32963	31/05/1997 31/05/1997 Next renewal fee due: 29/05/2017
B20787KW		Class(es):30				
		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	Goods & Services	Applicant/Owner	Application. No Registration. No	Application. Date Registration Date	Next renewal fee due:
Madrid Protocol (TM) European Community B21010W0		DREAMTIME	Class(es):30 Class: 30 Teas, iced teas and tisanes.	Whittard of Chelsea Ltd	927882 927882	11/06/2007 12/06/2007	12/06/2017
Madrid Protocol (TM) United States of America B21010W0		DREAMTIME	Class(es):30 Class: 30 Teas, iced teas and tisanes.	Whittard of Chelsea Ltd	927882 927882	11/06/2007 12/06/2007	12/06/2017
Malaysia B20812MY		WHITTARD	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.	Whittard of Chelsea plc	97/006781 9706781	26/05/1997 06/10/2006	26/05/2014
Malaysia B20811MY		WHITTARD OF CHELSEA	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.	Whittard of Chelsea plc	97/06782	26/05/1997	
New Zealand B20935NZ		WHITTARD	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.	Whittard of Chelsea Limited	765648 765648	23/03/2007 10/01/2008	23/03/2017

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 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 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
B20788PL		Class(es):30				Next renewal fee due: 28/11/2015	
		Class:					
Republic of Korea		WHITTARD OF CHELSEA	Whittard of Chelsea Ltd	9045/1995	344479	11/03/1995	31/07/1996
B20786KR		Class(es):30,32				Next renewal fee due: 31/07/2016	
		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
B20789RU		Class(es):30				Next renewal fee due: 11/06/2017	
		Class:					
Saudi Arabia		WHITTARD OF CHELSEA	Whittard of Chelsea plc	44953	476/15	22/07/1998	22/07/1998
B20780SA		Class(es):30				Next renewal fee due: 22/07/2008	
		Class:					
Singapore		WHITTARD	Whittard of Chelsea plc	S-7570/95	T95075701	16/08/1995	13/09/2000
B20791SG		Class(es):30				Next renewal fee due: 16/08/2015	

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-757195 T9507571G	16/08/1996 20/10/1999 Next renewal fee due: 16/08/2015
B20792SG		Class(es):30			
		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 Next renewal fee due: 09/10/2017
B20793ZA		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.			
South Africa		WHITTARD OF CHELSEA	Whittard of Chelsea plc	97/15329 97/15329	09/10/1997 09/10/1997 Next renewal fee due: 09/10/2017
B20794ZA		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.			
Taiwan		WHITTARD	Whittard of Chelsea plc	856357 762144	06/02/1996 16/05/1997 Next renewal fee due: 16/05/2017
B20795TW		Class(es):30			
		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.			
Thailand		WHITTARD	Whittard of Chelsea plc	339802 KOR85677	29/07/1997 29/07/1997 Next renewal fee due: 28/07/2017
B20819TH		Class(es):30			
		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 Next renewal fee due: 28/07/2017
B20820TH		Class(es):30			
		Class: 30 Teas, cocoa, coffee, coffee substitutes, cocoa 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 Next renewal fee due: 25/07/2017
B21043UA		Class(es):30			
		Class:			
United Arab Emirates		WHITTARD	Whittard of Chelsea plc	20658 11758	15/03/1997 30/08/1997 Next renewal fee due: 15/03/2017
B20796AE		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 Arab Emirates		WHITTARDS OF CHELSEA	Whittard of Chelsea plc	26243 20942	25/04/1998 19/05/1999 Next renewal fee due: 25/04/2018
B20797AE		Class(es):30			
		Class:			
United Kingdom		BUNNIES ON BIKES	Whittard of Chelsea plc	2225866 2225866	15/03/2000 01/09/2000 Next renewal fee due: 15/03/2010
B20798GB		Class(es):39			
		Class: 39 Delivery of goods			
United Kingdom		DREAMTIME (Series of 2)	Whittard of Chelsea plc	2152530 2152530	09/12/1997 22/05/1998

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Trade Marks Whittard of Chelsea Limited

Country Ref	Device	Mark	Applicant/Owner	Application. No	Application. Date
	Goods & Services			Registration. No	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	10/10/1997
	Class(es):30			2147694	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	15/03/2000
	Class(es):39			2225858	01/09/2000
B20801GB	Class: 39	Delivery of goods			Next renewal fee due: 15/03/2010
United Kingdom	SUMMER PUDDING (Series of 4)		Whittard of Chelsea plc	2048363	12/12/1995
	Class(es):30			2048363	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	07/01/1992
	Class(es):21			1488737	05/02/1993
B20803GB	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.			Next renewal fee due: 07/01/2009
United Kingdom	WHITTARD		Whittard of Chelsea plc	1488738	07/01/1992
	Class(es):30			1488738	26/02/1993
B20804GB	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.			Next renewal fee due: 07/01/2009

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; chocolates, chocolates 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
B20808GB	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 2836373	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 sets, non-electric coffee pots being not of precious metal, and beverage ware; crockery, namely, mugs, cups and saucers, plates, bowls, tea sets, 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-based beverages, chocolate flavoured coffee and coffee beans, chocolate cappuccino, chocolate chai, chocolate flavoured tea, chocolate flavoured black tea, chocolate flavoured 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	77109165	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 confectionery 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, crockery, tableware and crockery; glassware, ceramics, coffee machines; product and service information to customers.			
United States of America		WHITTARD OF CHELSEA	Whittard of Chelsea Limited	77109169	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
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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 Forrester 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	Noemia 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	Duphina 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	Opposition pending and could take years. We won't be prevented from trading in China but this could cause confusion if we do trade in China and no-one else should be using our name.	We are making a final offer of \$6,000. 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.	Application withdrawn	None	Unlikely to get applications registered due to opposition. We decided not to incur costs of defence at this time.
New Zealand	Whittard of Chelsea	21,30,35	Tea and Drinks, Ceramics, Retail Services	we can renew at a cost of £474	Paddy has been asked what she wants to do. We should remove. We should proceed. Reply and confirm our intention please	Letter has been sent on the 30-07-08
UK	Whittard T-BAR	30,42		we can renew at cost of £793.02		Letter has been sent on the 30-07-08
Japan	Whittard of Chelsea	21	Tea			

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	Noemia 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. Couldnt 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	Dupha will act as Notary Public, sending Power of Attorney Form to UAE Consul for authorisation	Application for renewal has been files 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 to defend ourselves when sued by Mr Hua by us would have cost \$4000 anyway.	
China	Whittard (plus Whittard logo)		30 and nutritional drinks.	Renewal and Company Name Change	Opposition pending and could take years. We won't be prevented from trading in China but this could cause 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		
UK	Whittard T-BAR	30,42		we can renew at a cost of £474		Paddy has been asked what she wants to do. We should remove. 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 Letter has been sent on the 30-07-08

TRADEMARK