

07-20-1999

ss Mail No.: EM 490 493 086 US

FORM PTO-1594
1-31-92



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

7/12/99

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof/
Box Assignment, Washington, DC 20231

<p>1. Name of conveying party(ies): ALKO GROUP LTD.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State -FINLAND <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>ALTIA GROUP LTD.</u></p> <p>Internal Address: <u>SALMISAAREN RATA 7,</u></p> <p>Street Address: _____</p> <p>City <u>00180 HELSINKI, FINLAND</u> State <u>ZIP</u> _____</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>FINLAND</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>NUNC PRO TUNC ASSIGNMENT AS OF JANUARY 4, 1999</u></p> <p>Execution Date: <u>JULY 7, 1999</u></p>	
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>SEE SCHEDULE ATTACHED</u></p> <p>B. Trademark registration No.(s) <u>SEE SCHEDULE ATTACHED</u></p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>PENNIE & EDMONDS LLP 1155 Avenue of the Americas New York, NY 10036</p> <p>Attn.: <u>Carol M. Wilhelm, Esq.</u></p> <p>File No.: <u>7951-042-999</u></p>	<p>6. Total number of applications and registrations involved: <u>13</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>340.00</u></p> <p>Please charge to the deposit account listed in Section 8.</p> <p>8. Deposit account number: <u>16-1150</u></p> <p style="text-align: right;"><i>CH</i></p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature.</p> <p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <p><u>Carol M. Wilhelm, Esq.</u> <u><i>Carol M. Wilhelm</i></u> <u>July 12, 1999</u> Name of Person Signing Reg. No. Signature Date</p> <p style="text-align: right;">Total number of pages comprising cover sheet: <u>9</u></p>	

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

CONTINUATION OF NO. 4

Case No. Status	Country Basic case	Appl. No. Basic case	Reg. No. Reg. Date	Type Filing Applicant	Reference	Renewal
X11900	US	75/345409		V 1997-08-22 ALKO GROUP LTD 33	7951-021-999	
WHAT WERE YOU						
X12015	US	75/390438		V 1997-11-14 ALKO GROUP LTD 33	7951-023-999	
I WAS PURE, GLACIAL SPRING WATER						
X12198	US	75/428633 XE0176		V 1998-02-04 ALKO GROUP LTD 33	7951-025-999	
FINLANDIA 21						
X12463	US	75/459679		V 1998-03-31 ALKO GROUP LTD 33	7951-028-999	
CAIPIROSKA						
X12464	US	75/459678		V 1998-03-31 ALKO GROUP LTD 33	7951-029-999	
CRANBIROSKA						
X12581	US	75/498978 V27728		V 1998-06-09 ALKO GROUP LTD 33	7951-032-999	
FINLANDIA 21...THE ULTIMATE VODKA...						
X13018	US	75/599979		V 1998-12-04 ALKO GROUP LTD 33	7951-038-999	
BIG APPLE MARTINI						
X10199	US	75/059359	2066625 1997-06-03	R 1996-02-16 ALKO GROUP LTD 33	7951-013-999	2007-06-03
FINLANDIA PINEAPPLE						
X10870	US	74/628819	2169820 1998-06-30	R 1995-02-02 ALKO GROUP LTD 33	7951-010-999	2008-06-30
FINLANDIA FASHION MARTINIS						
X10871	US	74/628820	2164252 1998-06-09	R 1995-02-02 ALKO GROUP LTD	7951-009-999	2008-06-09
FASHION MARTINIS						
X11897	US	75/345406		V 1997-08-22 ALKO GROUP LTD 33	7951-018-999	
FINLANDIA 21						
X11898	US	75/345407		V 1997-08-22 ALKO GROUP LTD 33	7951-019-999	
ESTATE 21						
X11899	US	75/345410		V 1997-08-22 ALKO GROUP LTD 33	7951-020-999	
THE ESTATE VODKA						

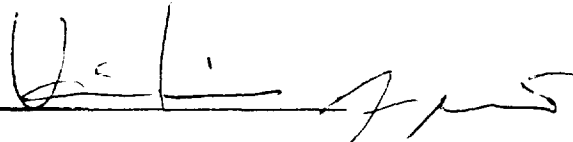
NY2 - 977986.1



DESIGNATION OF DOMESTIC REPRESENTATIVE

Assignee, **ALTIA GROUP LTD.**, hereby designates Pennie & Edmonds LLP, whose postal address is 1155 Avenue of the Americas, New York, New York 10036, United States of America, as Assignee's representative upon whom notices or process in proceedings affecting the trademarks, the assignment and recordal thereof may be served, specifically in regard to the trademarks designated in Schedule A (attached hereto).

ALTIA GROUP LTD.

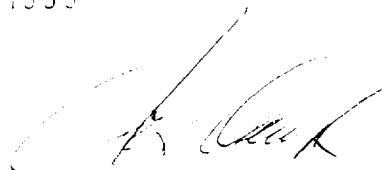
By: 

Name: Veikko Kasurinen Kai Haanpää
President and CEO Company Lawyer

This is to certify that VEIKKO KASURINEN
AND KAI HAANPÄÄ
are legally authorized to sign on behalf of
ALTIA GROUP LTD.
and he has / they have signed this document in my presence

Helsinki: 07.07.1999

Fee FIM



LAURI HAIKARAINEN
Notary Public





EXECUTION COPY

NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made *nunc pro tunc* effective as of January 4, 1999, ("Effective Date"), by and between Alko Group Ltd., a Finnish corporation and predecessor-in-interest to Altia Group, Ltd., with an address at Salmisaarenrata 7, 00180 Helsinki, Finland ("Assignor"), and Altia Group Ltd., a Finnish corporation, with an address at Salmisaarenrata 7, 00180 Helsinki, Finland ("Assignee").

WHEREAS, Assignor and Assignee have entered into that Confirmation of Transfer of Trademarks and Design Rights, dated December 22, 1998 (the "Transfer Agreement"), pursuant to which the parties agreed, *inter alia*, to cause Assignor to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including without limitation the trademark registrations and applications identified and set forth in Schedule A (hereinafter referred to as the "Marks") together with the underlying goodwill associated with the marks and the business appurtenant thereto; and

WHEREAS, pursuant to the Transfer Agreement, Assignee wishes to acquire and Assignor wishes to assign its entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used and the business appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, *nunc pro tunc*, effective as of January 4, 1999, its entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used and the

business appurtenant thereto; including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Transfer Agreement, the provisions of the Transfer Agreement shall control.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be signed and executed by the undersigned officers hereunto duly authorized this 3 day Jan 1999.

ALKO GROUP LTD.

By: [Signature]

Name: Veikko Kasurinen Kai Haanpää
Senior Vice President Company Lawyer

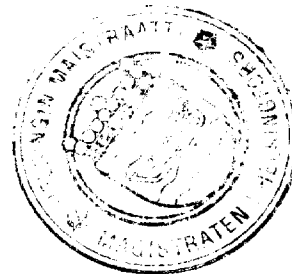
Title: and Deputy CEO

COUNTRY OF FINLAND)
COUNTY/PROVINCE OF) ss.:

On this 7 day of July, 1999 there appeared before me VEIKKO KASURINEN AND KAI HAANPÄÄ, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of ALKO GROUP LTD.

[Signature]
Notary Public

LAURI HAIKARAINEN
Notary Public



SCHEDULE A

1999-07-01

Case No. Status	Country Basic case	Appl.No. Basic case	Reg.No. Reg.date	Type Applicant	Filing Agent	Attorney Agent	Reference Agent ref	Renewal
X11900	US	75/345409		V 1997-08-22 ALKO GROUP LTD 33	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.	7951-0021-999	
WHAT WERE YOU								
X11901	US	75/345408		V 1997-08-22 ALKO GROUP LTD 33	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.	7951-0022-999	
I WAS PURE, PRISTINE GLACIAL WATER								
X12015	US	75/390438		V 1997-11-14 ALKO GROUP LTD 33	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.	7951-0023-999	
I WAS PURE, GLACIAL SPRING WATER								
X12198	US	75/428633 XE0176		V 1998-02-04 ALKO GROUP LTD 33	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.	7951-025-999	
FINLANDIA "21" "pullio mv., 3-d"								
X12463	US	75/459679		V 1998-03-31 ALKO GROUP LTD 33	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.	7951-028-999	
CAIPIROSKA								
X12464	US	75/459678		V 1998-03-31 ALKO GROUP LTD 33	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.	7951-0029-999	
CRANBIROSKA								
X12581	US	75/498978 V27728		V 1998-06-09 ALKO GROUP LTD 33	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.	7951-032-999	
Finlandia "21" "... The ultimate vodka..								
X12777	US	75/521499		V 1998-07-20 ALKO GROUP LTD 33	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.		
FINLANDIA "uusi pullio"								
X13018	US	75/599979		V 1998-12-04 ALKO GROUP LTD 33	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.	7951-0038-999	
BIG APPLE MARTINI								
X10199	US	75/059359	2066625 1997-06-03	R 1996-02-16 ALKO GROUP LTD 33	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.	7951-013-999	2002-06-03
FINLANDIA PINEAPPLE								
X10870	US	74/628819	2169820 1998-06-30	R 1995-02-02 ALKO GROUP LTD 33	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.	7951-010-999	2003-06-30
FINLANDIA FASHION MARTINIS								
X10871	US	74/628820	2164252 1998-06-09	R 1995-02-02 ALKO GROUP LTD 33	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.	7951-009-999	2003-06-09
FASHION MARTINIS								
X11885	US	75/341121		V 1997-08-14 ALKO GROUP LTD 33, 42	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.	7951-0017-999	
FINLANDIA BAR EXAM								
X11897	US	75/345406		V 1997-08-22 ALKO GROUP LTD 33	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.	7951-0018-999	
FINLANDIA 21								
X11898	US	75/345407		V 1997-08-22 ALKO GROUP LTD 33	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.	7951-0019-999	
ESTATE 21								
X11899	US	75/345410		V 1997-08-22 ALKO GROUP LTD 33	PK	PRIMALCO/KORPELAIN PENNIE, N.Y.	7951-0020-999	
THE ESTATE VODKA								

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Maa:
Land: Suomi
Finland

Tämän yleisen asiakirjan:
Denna allmänna handling:

2. on allekirjoittanut
är undertecknad av

Lauri Haikarainen

3. toimiessaan
i egenskap av

julkisena notaarina

4. Siinä oleva leima/sinetti on
är försedd med sigill/stämpel av

Helsingin maistraatti

Todistetaan
Intygas

5. Helsingi ssa

6. 7 päivänä heinä kuuta 1999
den

7. Peter Oljemark, julkinen notaari

av

8. No
Nr

4874

9. Sinetti/leima:
Sigill/stämpel:



10. Allekirjoitus:
Underskrift:

Peter Oljemark
julkinen notaari