

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LICENSE

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nemiroff Intellectual Property Establishment		03/02/2006	CORPORATION: LIECHTENSTEIN

**RECEIVING PARTY DATA**

<b>Name:</b>	Nemiroff Holdings Limited
<b>Street Address:</b>	5 Themistocles Dervis Street, Elenion Building, 2nd Floor
<b>City:</b>	Nicosia
<b>State/Country:</b>	CYPRUS
<b>Postal Code:</b>	CY-1066
<b>Entity Type:</b>	CORPORATION: CYPRUS

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	78754446	RYE HONEY
Registration Number:	3006780	NEMIROFF
Registration Number:	2930377	NEMIROFF
Registration Number:	2658169	NEMIROFF UKRAINIAN HONEY PEPPER VODKA FLAVORED PRODUCT OF UKRAINE
Serial Number:	76212782	NEMIROFF UKRAINIAN WHEAT VODKA PREMIUM BRAND PRODUCT OF UKRAINE DISTILLED AND BOTTLED BY NEMIROFF

**CORRESPONDENCE DATA**

Fax Number: (203)782-2889  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 203.498.4347  
 Email: fduffin@wiggins.com  
 Correspondent Name: Francis J. Duffin  
 Address Line 1: One Century Tower

CH \$140.00 78754446

Address Line 2: P.O. Box 1832  
Address Line 4: New Haven, CONNECTICUT 06508-1832

ATTORNEY DOCKET NUMBER: 14033/25

**DOMESTIC REPRESENTATIVE**

Name: Francis J. Duffin  
Address Line 1: One Century Tower, 265 Church Street  
Address Line 2: P.O. Box 1832  
Address Line 4: New Haven, CONNECTICUT 06508-1832

NAME OF SUBMITTER: Francis J. Duffin

Signature: /Francis J. Duffin/

Date: 03/28/2006

Total Attachments: 4  
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# TRADEMARK LICENSING AGREEMENT

made on 02.03.06

by and between

**Nemiroff Intellectual Property Establishment  
Städtle 31  
FL-9490 Vaduz**

**country of incorporation: Liechtenstein**

(hereinafter referred to as "Licensor")

and

**Nemiroff Holdings Limited  
5 Themistocles Dervis Street  
Elenion Building, 2<sup>nd</sup> floor  
CY-1066 Nicosia Cyprus**

**country of incorporation: Cyprus**

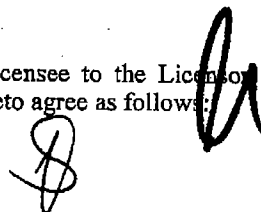
(hereinafter referred to as "Licensee")

## Recitals

**WHEREAS** the Licensor is owner of the trademarks for various goods set out in trademark registrations and applications as listed in Appendix No. 1 to the present Agreement (hereinafter "the trademarks"), in the territory of the **United States of America** (hereinafter "the territory");

**AND WHEREAS** the Licensee is interested in acquiring the rights to use the trademarks for marking and selling all goods for which the trademarks were registered or applied for and consequently to conclude this Agreement.

**NOW, THEREFORE**, for good and valuable consideration by the Licensee to the Licensor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:



## TRADEMARK LICENSING AGREEMENT:

### § 1

#### Trademarks

The trademarks under this Agreement refer to the trademarks of the Licensor that are registered or are in the process of registration in the territory during the effective term of this Agreement. Such trademarks are listed in the Appendix No. 1 to this Agreement.

### § 2

#### Grant of License

The Licensor hereby agrees to grant and does grant to the Licensee the exclusive right and license to use in the territory the trademarks for all goods set out in the trademark registrations and applications listed in Appendix No. 1.

### § 3

#### Term of Contract

The parties hereto agree that the provisions of the present agreement are based on their relations arising before the conclusion of the present agreement, and the present agreement enters into force as from the date of its signing by the Parties, and in respect of third parties – from the moment of its registration in corresponding registers.

This Agreement shall be valid for an indefinite period and will be automatically renewable every anniversary of the date shown above if neither party objects thereto in writing no later than six (6) months prior to the expiration of the term of renewal. In the event of such objection by either party, the agreement will expire on the following anniversary date.

### § 4

#### Oppositions, Petitions for a Cancellation, Actions for Cancellation

Licensor shall have the exclusive right to enter oppositions against third parties with reference to the filing or registration of trademarks with junior priority. The same shall apply for petitions for cancellations and actions for cancellations entered against the registration of the trademarks of third parties.

§5

Other conditions

The quality of the goods sold by the Licensee under this agreement shall comply with the quality requirements set by the Licensor. The Licensor shall have the right to check the quality of the goods marked by the trademarks and the production facilities of such goods without giving any prior notice.

The present Licensing Agreement has been executed in English in triplicate: one original for each party to the Agreement and one for the registering state body. The English version of the Agreement is legally binding.

Enclosures to this Licensing Agreement

Appendix 1 List of Trade Marks and Trade Mark Applications as per the date of signing of the License Agreement, namely March 2, 2006

Signed for and on behalf of Nemiroff Intellectual Property Establishment  
as the Licensor

Administrative Management  
on behalf of

Nemiroff Intellectual Property Establishment

(Licensor's name)

Klaus Boehler / Margot Weiss, as directors



Signed for and by the said Nemiroff Holdings Limited,  
as the Licensee



(Licensee's name)  
Sophia Ioannou  
Director

*(The Agreement shall be signed by the authorized persons of the parties with indication of their full names and positions)*

