

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spirits Product International Intellectual Property B.V.		10/17/2008	CORPORATION: NETHERLANDS ANTILLES
RECEIVING PARTY DATA			
Name:	Spirits International B.V.		
Street Address:	7, Rue Nicolas Bove		
City:	Strassen		
State/Country:	LUXEMBOURG		
Postal Code:	L-1253		
Entity Type:	private limited liability company: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2840078		
CORRESPONDENCE DATA			
Fax Number:	(202)778-5439		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-662-5439		
Email:	trademarks@cov.com		
Correspondent Name:	Marie A. Lavalleye		
Address Line 1:	1201 Pennsylvania Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	028987.00101		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Cheryl L. Fountain/Paralegal Specialist

Signature:

/cherylfountain/

Date:

11/03/2008

Total Attachments: 2

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ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is executed by Spirits Product International Intellectual Property B.V, represented by its Geneva branch, (the "Assignor") for the benefit of Spirits International B.V., represented by its Geneva branch (the "Assignee").

RECITALS

WHEREAS the Assignor is the owner of all rights, title and interest in and to the Flame Device trademark in the United States, including all copyright therein, and is the owner of U.S. Reg No. 2 840 078 for the Flame Device trademark for "alcoholic beverages, namely, vodka," issued by the United States Patent and Trademark Office on May 11, 2004 (collectively, the "Trademark");

WHEREAS Assignor desires to assign to Assignee, and Assignee agrees to accept from Assignor, all of Assignor's rights, title and interest in and to the Trademark, together with all goodwill associated therewith, pursuant to the terms and provisions set forth herein;

WHEREAS this Assignment is made with the purpose of bringing legal ownership in this Trademark in line with the economic ownership of trademarks of Stolichnaya portfolio in USA by transferring the Trademark, being the part of Stolichnaya trademark family, to Spirits International BV being the owner of all Stolichnaya trademark portfolio in USA;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. Assignment. Assignor hereby transfers, conveys, assigns, delivers and quit claims to Assignee, and Assignee hereby accepts from Assignor the transfer, conveyance, assignment, delivery and quit claim of, all of Assignor's rights, title, and interest in and to the Trademark in the United States, including all copyright, common law and statutory rights therein, together with the goodwill of the business symbolized by and appurtenant to said Trademark, as well as all of Assignor's rights to bring an action, whether at law or in equity, against any third party for infringement, dilution, misappropriation or other misuse of the Trademark, including the right to bring an action for past, present and future infringement, dilution, misappropriation, or misuse, and all rights to recover damages, profits and injunctive relief for past, present and future infringement, dilution, misappropriation or misuse.
2. Further Action. Assignor also covenants and agrees to execute and deliver such further documents and instruments and to take such additional actions as may be reasonably necessary to vest in Assignee, all of Assignor's rights, title and interest in and to the Trademark, including all copyright therein, and otherwise to effectuate the intent of this Assignment. All such documents and instruments shall be in a form suitable for filing with the United States Patent and Trademark Office or with the United States Copyright Office. Assignee shall have the right to record, file or otherwise make known this Assignment, and such other documents and instruments as may be necessary or desirable to effectuate the transfer of the Trademarks, including all copyrights therein, as provided herein.
3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles.
4. Counterparts. This Assignment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed this Assignment, as an instrument under seal, on this 17th day of October, 2008.

SPIRITS PRODUCTS INTERNATIONAL
INTELLECTUAL PROPERTY B.V.

By:



Name: Mikhail N. Tsyplakov

Title: Manager, Geneva branch

SWORN TO AND SUBSCRIBED this 17th day of October, 2008.

The foregoing Assignment by Assignor to Assignee is hereby accepted by Assignee as of the 17th day of October, 2008.

SPIRITS INTERNATIONAL B.V., Geneva Branch

By:



Name: Pavel Fedoryna

Title: Manager, Geneva Branch

Seen solely for authentication of the above mentioned signatures of Mr Mikhail TSYPLAKOV and Mr Pavel FEDORYNA.

Geneva, the 31st of October 2008/mcf.

