

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401187

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Correction by Declaration for reel 005789 frame 0227

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RUSSIAN STANDARD INTELLECTUAL PROPERTY HOLDING AG		04/28/2016	Corporation: SWITZERLAND

RECEIVING PARTY DATA

Name:	RUSSIAN STANDARD INTELLECTUAL PROPERTY HOLDING AG
Street Address:	ZUGERSTRASSE 49
City:	CHAM
State/Country:	SWITZERLAND
Postal Code:	6330
Entity Type:	Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4301537	EMOTION IN A GLASS
Registration Number:	4297059	EMOTION IN A GLASS
Registration Number:	3002535	IMPERIA 1894 ST. PETERSBURG PYCCKNN CTAH
Registration Number:	3565846	
Registration Number:	3345092	RUSSIAN STANDARD
Registration Number:	3389707	
Registration Number:	3748573	PYCCKNN CTAHDAPT ST. PETERSBURG 1894 IMP
Registration Number:	3748509	RUSSIAN STANDARD PLATINUM
Registration Number:	3748508	PYCCKNN CTAHDAPT PLATINUM
Registration Number:	3843619	
Registration Number:	4112159	PYCCKNN CTAHDAPT GOLD
Registration Number:	4109155	RUSSIAN STANDARD GOLD
Registration Number:	3862217	
Registration Number:	2998580	IMPERIA

CORRESPONDENCE DATA

Fax Number: 2127557306

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

TRADEMARK

Phone: 330-766-0115
Email: NYTEF@JONESDAY.COM
Correspondent Name: TIMOTHY P. FRAELICH
Address Line 1: JONES DAY
Address Line 2: 250 VESEY STREET
Address Line 4: NEW YORK, NEW YORK 10281

ATTORNEY DOCKET NUMBER:	924766-610015
NAME OF SUBMITTER:	TIMOTHY P. FRAELICH
SIGNATURE:	/TIMOTHY P. FRAELICH/
DATE SIGNED:	10/06/2016

Total Attachments: 27

source=previously filed corrective assignment#page1.tif
source=previously filed corrective assignment#page2.tif
source=previously filed corrective assignment#page3.tif
source=previously filed corrective assignment#page4.tif
source=previously filed corrective assignment#page5.tif
source=previously filed corrective assignment#page6.tif
source=previously filed corrective assignment#page7.tif
source=previously filed corrective assignment#page8.tif
source=previously filed corrective assignment#page9.tif
source=previously filed corrective assignment#page10.tif
source=previously filed corrective assignment#page11.tif
source=previously filed corrective assignment#page12.tif
source=previously filed corrective assignment#page13.tif
source=previously filed corrective assignment#page14.tif
source=previously filed corrective assignment#page15.tif
source=previously filed corrective assignment#page16.tif
source=previously filed corrective assignment#page17.tif
source=previously filed corrective assignment#page18.tif
source=previously filed corrective assignment#page19.tif
source=previously filed corrective assignment#page20.tif
source=previously filed corrective assignment#page21.tif
source=previously filed corrective assignment#page22.tif
source=previously filed corrective assignment#page23.tif
source=previously filed corrective assignment#page24.tif
source=previously filed corrective assignment#page25.tif
source=previously filed corrective assignment#page26.tif
source=previously filed corrective assignment#page27.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399896

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the liens erroneously filed by Kenyon & Kenyon LLP against registrations owned by Russian Standard Intellectual Property Holding AG previously recorded on Reel 005789 Frame 0227. Assignor(s) hereby confirms the Lien.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RUSSIAN STANDARD INTELLECTUAL PROPERTY HOLDING AG		04/28/2016	Corporation: SWITZERLAND

RECEIVING PARTY DATA

Name:	RUSSIAN STANDARD INTELLECTUAL PROPERTY HOLDING AG
Street Address:	ZUGERSTRASSE 49
City:	CHAM
State/Country:	SWITZERLAND
Postal Code:	6330
Entity Type:	Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4301537	EMOTION IN A GLASS
Registration Number:	4297059	EMOTION IN A GLASS
Registration Number:	3002535	IMPERIA 1894 ST. PETERSBURG PYCCKNN CTAH
Registration Number:	3565846	
Registration Number:	3345092	RUSSIAN STANDARD
Registration Number:	3389707	
Registration Number:	3748573	PYCCKNN CTAHDAPT ST. PETERSBURG 1894 IMP
Registration Number:	3748509	RUSSIAN STANDARD PLATINUM
Registration Number:	3748508	PYCCKNN CTAHDAPT PLATINUM
Registration Number:	3843619	
Registration Number:	4112159	PYCCKNN CTAHDAPT GOLD
Registration Number:	4109155	RUSSIAN STANDARD GOLD
Registration Number:	3862217	
Registration Number:	2998580	IMPERIA

CORRESPONDENCE DATA

TRADEMARK

REEL: 005893 FRAME: 0239

CH \$365.00 4301537

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

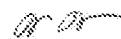
Registrant: Russian Standard Intellectual Property Holding AG
Registration Nos.: 4,301,537; 4,297,059; 3,002,535; 3,565,846; 3,345,092;
3,389,707; 3,748,573; 3,748,509; 3,748,508; 3,843,619;
4,112,159; 4,109,155; 3,862,217; 2,998,580

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

DECLARATION OF NELIA NOURIAKHMETOVA

I, Nelia Nouriakhmetova, declare:

1. I am over twenty-one years of age and am competent to make the following statements based on my personal knowledge.
2. I am the Director of Russian Standard Intellectual Property Holding AG ("Russian Standard").
3. In late 2009, Russian Standard engaged the law firm of Kenyon & Kenyon ("Kenyon") to perform work related to certain trademark matters primarily outside the United States.
4. The terms of the engagement were memorialized in an engagement letter dated November 20, 2009, which was signed by Howard J. Shire on behalf of Kenyon and by N.R. Nouriakhmetova on behalf of Russian Standard. True and correct copies of the signed November 20, 2009 engagement letter and its enclosures are attached hereto as Exhibit A.



5. As set forth in the November 20, 2009 letter, Kenyon and Russian Standard agreed that the terms of the letter, as well as the terms of Kenyon's Statement of Client Policies and Russian Standard's Outside Counsel Guidelines enclosed with that letter, would govern the parties' working relationship.

6. Pages 6 and 7 of Kenyon's Statement of Client Policies address Russian Standard's obligations regarding the payment of legal fees.

7. Page 6 states that "[i]n the event any payment is delinquent, the firm will have a lien on work product and the files until payments are made".

8. Nothing in either the November 20, 2009 engagement letter, Kenyon's Statement of Client Policies, or Russian Standard's Outside Counsel Guidelines gives Kenyon a right to assert a lien over any trademark application or registration or any other intellectual property owned by Russian Standard in the event of a payment dispute between the parties, the non-payment or delinquent payment of attorney's fees by Russian Standard, or under any other circumstances.

9. In early 2016, a dispute arose between Kenyon and Russian Standard regarding the payment of legal fees. The legal fees concerned work performed by Kenyon in connection with certain trademark matters primarily outside the United States.

10. On or about April 28, 2016, Mr. Shire purported to execute a "Notice of Attorney's Lien" on behalf of Kenyon over the following United States Trademark Applications and Registrations owned by Russian Standard and its affiliated companies based on Russian Standard's alleged failure to pay legal fees owed to Kenyon: U.S. Reg. Nos. 4,301,537; 4,297,059; 4,362,825; 4,290,657; 3,793,300; 3,892,617; 3,790,401; 3,916,108; 3,002,535; 3,565,846; 3,345,092; 3,389,707; 3,748,573; 3,748,509; 3,748,508; 3,843,619; 4,112,159;



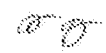
4,109,155; 3,862,217; and 2,998,580 and U.S. Serial Nos. 77/824,914; 77/824,897; and 77/824,890.

11. On May 9, 2016, Mr. Shire filed the Notice of Attorney's Lien with the United States Patent and Trademark Office along with a Trademark Assignment Cover Sheet asserting liens over the following fourteen United States Trademark Registrations owned by Russian Standard: U.S. Reg. Nos. 4,301,537; 4,297,059; 3,002,535; 3,565,846; 3,345,092; 3,389,707; 3,748,573; 3,748,509; 3,748,508; 3,843,619; 4,112,159; 4,109,155; 3,862,217; and 2,998,580. The Notice of Attorney's Lien and Trademark Assignment Cover Sheet are recorded at REEL: 005789/FRAME: 0227-0229.

12. True and correct copies of the Notice of Attorney's Lien and Trademark Assignment Cover Sheet Mr. Shire filed with the United States Patent and Trademark Office on May 9, 2016 are attached hereto as Exhibit B.

13. The fourteen United States Trademark Registrations over which Mr. Shire recorded a lien on behalf of Kenyon with the United States Patent and Trademark Office are owned exclusively by Russian Standard. None of these Registrations is in the possession of either Mr. Shire or Kenyon. None of these Registrations relates to work covered by the disputed legal fees.

14. Kenyon had no involvement with either the filing or the prosecution of seven of the fourteen United States Trademark Registrations over which Mr. Shire recorded a lien -- i.e., Reg. Nos. 3,748,573; 3,748,509; 3,748,508; 3,843,619; 4,112,159; 4,109,155; and 3,862,217. Instead, the law firm, Jones Day, has handled the filing and prosecution of these trademark registrations since the outset.



15. Five of the fourteen registrations over which Mr. Shire recorded a lien – i.e., U.S. Reg. Nos. 3,002,535; 3,565,846; 3,345,092; 3,389,707; and 2,998,580 – were filed by Kenyon but are now prosecuted and maintained by Jones Day.

16. Russian Standard is the correct owner of the fourteen United States Trademark Registrations over which Mr. Shire has recorded liens – i.e., U.S. Reg. Nos. 4,301,537; 4,297,059; 3,002,535; 3,565,846; 3,345,092; 3,389,707; 3,748,573; 3,748,509; 3,748,508; 3,843,619; 4,112,159; 4,109,155; 3,862,217; and 2,998,580.

17. Neither Mr. Shire nor Kenyon has any ownership right or interest with respect to U.S. Reg. Nos. 4,301,537; 4,297,059; 3,002,535; 3,565,846; 3,345,092; 3,389,707; 3,748,573; 3,748,509; 3,748,508; 3,843,619; 4,112,159; 4,109,155; 3,862,217; and 2,998,580.

18. The liens Mr. Shire recorded on behalf of Kenyon in connection with U.S. Reg. Nos. 4,301,537; 4,297,059; 3,002,535; 3,565,846; 3,345,092; 3,389,707; 3,748,573; 3,748,509; 3,748,508; 3,843,619; 4,112,159; 4,109,155; 3,862,217; and 2,998,580 are improper and should be lifted in their entirety. This is so for at least the following reasons:

- a. The engagement letter between Kenyon and Russian Standard does not permit Kenyon to assert a lien over any trademark application or registration in the event of a payment dispute between the parties, or non-payment or delinquency of payment by Russian Standard;
- b. The legal fees that are the subject of the dispute between Kenyon and Russian Standard do not pertain to work performed on any United States Trademark Registration that is subject to the liens asserted by Kenyon. It is therefore improper for Kenyon to assert an attorney's lien over Russian Standard's United States Trademark Registrations that are not covered by the disputed legal fees;

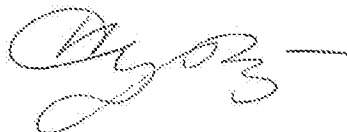


- c. Kenyon is not in possession of U.S. Reg. Nos. 4,301,537; 4,297,059; 3,002,535; 3,565,846; 3,345,092; 3,389,707; 3,748,573; 3,748,509; 3,748,508; 3,843,619; 4,112,159; 4,109,155; 3,862,217; and 2,998,580; therefore, it has no basis to assert an attorney's lien over those registrations;
- d. Kenyon never had any involvement with half of the United States Trademark Registrations over which it has recorded liens – i.e., Reg. Nos. 3,748,573; 3,748,509; 3,748,508; 3,843,619; 4,112,159; 4,109,155; and 3,862,217; therefore, it has no basis to assert an attorney's lien over those registrations; and
- e. Kenyon has no current involvement with the vast majority of the United States Trademark Registrations over which it has recorded liens – i.e., U.S. Reg. Nos. 3,002,535; 3,565,846; 3,345,092; 3,389,707; 3,748,573; 3,748,509; 3,748,508; 3,843,619; 4,112,159; 4,109,155; 3,862,217; and 2,998,580; therefore, it has no basis to assert an attorney's lien over those registrations.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at Moscow, Russia, this 21st day of September,

2016.



NOURIALHMETOVA NELLI

EXHIBIT A



Direct 212.908-6205
info@kenyon.com

One Broadway
New York, NY 10004-1050
212.425.7200
Fax 212.425.5288

November 20, 2009

VIA E-MAIL: nnouriakhmetova@russianstandard.com

N.R. Nouriakhmetova
Director
Russian Standard Intellectual Property Holding AG
Zugerstrasse, 49
6330 Cham
SWITZERLAND

Re: Engagement of Kenyon & Kenyon

Dear Mrs. Nouriakhmetova:

I am writing to you as you requested. This letter agreement is also in keeping with the firm's policy to confirm the terms of our engagement with respect to the numerous trademark applications the company has asked us to file around the world and to explain the billing and payment arrangement with respect to our services. These terms are discussed in this letter and in the enclosed *Statement of Client Policies*, which we ask you to read carefully. The enclosed statement is a part of this engagement letter and provides additional terms of our engagement. These same terms will also apply to any other matters which you may entrust to us from time to time in the future. Please note that the *Statement of Client Policies* includes our agreement to arbitrate rather than litigate any claims or disputes relating to attorneys' fees.

It is our desire to deliver the legal services you need in this regard in a cost effective and responsive manner. Please let me know if there are ever ways in which we can do better in our service to you and/or if you have any questions or concerns about our work.

As indicated in my e-mail of October 23, 2009, given the large number of applications you have requested, the firm requires a retainer of \$210,000. The retainer will be applied to the invoices we receive from our foreign associates with respect to their attorneys fees and government filing fees. Any excess at the completion of our representation will be returned to you.

I anticipate that this sum should cover the foreign associate invoices for preparing and filing applications in those countries identified in the chart attached to my October 23 e-mail. For your convenient reference, a copy of this chart is enclosed. We require this retainer to complete the filings in these countries.

Additional costs will almost certainly be incurred in prosecuting these applications, as well as for the filing and prosecution of the applications in other countries which have been



requested. We will inform the company of all additional actions required to prosecute the applications (e.g., responding to office actions), will obtain the company's written approval prior to taking such further actions, and will try to obtain estimates from the foreign associates for their costs of these actions.

After you have reviewed this letter and the enclosed *Statement of Client Policies*, please sign the enclosed copy of this letter to indicate your agreement to the terms of our engagement. Please return the signed copy to our Accounting Department (mail to the attention of Kathy Deering, Accounting, fax to her at 212-425-5288 or e-mail to her at kdeering@kenyon.com), and please wire to our bank as follows:

JPMorgan Chase
Account No. 708274774
Routing No. 021000021
Swift Code: ChasUS33

If you do not return a signed copy of this letter to us, but nonetheless request that we perform legal services, it is agreed that the terms in this letter and the enclosed *Statement of Client Policies* will govern our work.

Details of the firm's billing practices are described in the attached statement but, in general, we bill for legal services on an hourly basis. My current hourly rate is \$665, but much of the work in connection with the applications will be handled by a paralegal whose current hourly billing rate is much less, namely \$210. Rates are adjusted periodically and such adjustments shall apply when effective.

We will ordinarily render statements on a monthly basis. On occasion, we may render statements less frequently. Each statement will reflect the amount of time devoted to your matters during the period for which the statement is rendered, together with expenses and disbursements recorded on our books during that period (and sometimes including the first week or so of the month in which the bill is rendered).

Payment in U.S. funds is due 60 days after each statement is rendered. We reserve the right to charge interest on overdue amounts at a rate of 1% per month once a statement has been unpaid, in whole or in part, for at least 90 days.

On November 17, 2009, we received a copy of your company's Outside Counsel Guidelines, which are enclosed. We will abide by the Guidelines in connection with our services. In the event of a conflict between the Guidelines and the terms of this letter and the enclosed *Statement of Client Policies*, the Guidelines shall prevail.

If substantial charges or disbursements are expected in any future period (such as for other applications), the firm may ask that all or some of their estimated amount be paid in advance. The firm is not responsible for advancing any charges on your company's behalf.



Thank you for selecting our firm to work with you. If you have any questions about our representation at any time during the course of our relationship, please do not hesitate to get in touch with me.

Sincerely yours,



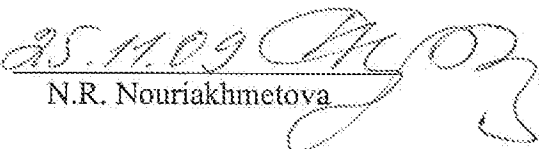
Howard J. Shire

ACCEPTED AND AGREED:

RUSSIAN STANDARD INTELLECTUAL PROPERTY HOLDING AG

By:

25.11.09
N.R. Nouriakhmetova



cc: Mr. Sergey Berestevooy
Ms. Irina Danilina



STATEMENT OF CLIENT POLICIES

Collective Counsel, Inc.

This Statement of Client Policies accompanies the firm's engagement letter and sets forth further terms of the firm's engagement. Our engagement letter and this statement, together, will govern all services provided by us for you.

WHAT WE WILL DO: We will perform legal services for the matters requested by you as modified from time to time by our mutual agreement. Unless otherwise agreed, we will assign personnel as we determine to be necessary or helpful, including lawyers, legal assistants (paralegals), and staff (such as docket personnel, library personnel, technical assistants and patent searchers), to perform our services for you. You authorize us to take all actions that we deem advisable on your behalf in performing services for you. We will notify you of significant developments and will consult with you in advance regarding significant decisions relating to those developments.

WHAT WE WILL NOT DO: We do not provide tax, accounting or financial advisory services, and we specifically disclaim any obligation to advise you of the tax, accounting treatment or financial results related to our representation. We recommend that you obtain accounting and financial advice from licensed professionals in those fields.

WHOM WE REPRESENT: We represent the client named in the accompanying engagement letter. When the client is a corporation or other legal entity, we represent only that entity, and not its affiliated or related entities, unless we agree otherwise. Nor do we represent any officer, director, manager, partner, or other affiliated person individually, again, unless we agree otherwise. From time to time we may be asked by you to review certain issues that may affect affiliated or related entities or your officers, directors, managers, partners, or other affiliated persons and to give advice with respect to such matters. Although as a convenience to you we may review such issues and be compensated by you for these services, this does not constitute our undertaking to represent any of these other entities or people. In the case of officers, directors, managers, partners, or other affiliated persons, you agree to advise them that we are the company's counsel, not their personal counsel, and that in the event of any conflict or adversity (actual or potential) between the company's interests and their interests, that they should consider engaging separate counsel to represent them individually.

WHAT YOU WILL DO: You agree to pay us on a timely basis for the performance of our legal services and to pay all expenses incurred in connection with those services. You agree your payment obligation is not contingent on the results obtained, the outcome of the matter, the closing of a transaction, the issuance of a patent, the registration of a trademark or the receipt of funding. You agree to provide us with all information available to you that bears upon the matter(s) we are handling for you.



RETAINERS: The firm's general policy is to require a retainer from new clients to cover a portion of the estimated cost of our initial work. This payment may be maintained as a credit and applied to our final statement for fees and expenses or applied to any past due monthly statement. Any excess at the completion of our representation will be returned to you. The amount of any required retainer is set forth in the accompanying engagement letter. During our representation of you, we may periodically ask that you replenish the retainer amount if it is applied to our billing statements before the conclusion of our representation.

FEES: The fees for our services are primarily based upon the hourly rate for each lawyer and legal assistant working on the assigned matters. These hourly rates are based upon the level of experience and professional skills of the lawyer or legal assistant, and are adjusted on a periodic basis. Upon request, we will furnish our current schedule of hourly billing rates, although individual rates are typically apparent from our billing statements. Timekeeping is approximate and is not precise. The billing rate for each individual involved in work on a given matter is multiplied by the number of hours they spend, and the sum of the figures thus obtained is our fee for the services rendered.

GENERAL EXPENSES: In addition to fees for legal services rendered, you agree to pay for out-of-pocket costs and expenses incurred in connection with our representation of you. These include, for example, photocopies, long-distance telephone calls and faxes, courier services, filing fees, overtime clerical assistance, trademark searching, docketing charges, and foreign associates. You authorize us to retain, and agree to pay the fees and expenses, of foreign associates that we engage to perform trademark related services on your behalf. You have asked us to pay such foreign associates on your behalf and you have agreed to reimburse us. Excluding foreign associates fees, these general expenses with respect to trademark prosecution matters will not exceed \$500 per calendar month, unless you have agreed in advance in writing to a higher amount.

In the case of an outside vendor that we pay, our charge to you will be the amount we pay the vendor on your behalf. In the case of services performed internally, our charge to you will reflect our costs plus an allocation of overhead.

With respect to conversion or processing of electronic data or documents, as for example associated with electronic discovery in litigation, our firm offers many of the same services offered by outside vendors. Our charges for these services are comparable to, and generally less than, the charges of reputable vendors for such services. We, therefore, use our internal services whenever possible. You may request that we engage an outside vendor instead of having us perform such services internally, but in that event you agree we are not responsible for the vendor's performance. We will provide you with a list of the internal services and costs upon request.



EXPENSES FOR PATENT AND TRADEMARK PROSECUTION SERVICES: Matters before the United States Patent and Trademark Office often take years to conclude. To monitor matters over extended periods of time, we maintain a docketing system and may charge a fee for docketing services. We may require a combined fee and expense retainer if we are asked to advance expenses such as patent office fees and charges by foreign associates. If we advance or plan to advance funds on your behalf, we may render a statement for the necessary amount in order to maintain any retainer at a sufficient level. If you do not maintain any retainer at a sufficient, identified level, we reserve the right to stop work and notify any foreign associates to stop work. If you ask us to stop work after we have engaged foreign associates on your behalf, we will promptly direct the foreign associates to terminate their services, but you are responsible for any fees or expenses that may be incurred until work is stopped.

In both the United States and abroad, periodic payments (referred to as maintenance fees or annuities) are required to keep patents in force. If the fees are not paid, the patent can lapse and rights can be irretrievably lost. Once a patent issues, we are not responsible for the payment of maintenance fees or for notifying you that fees are due. We encourage you to employ the services of one of several commercial services that track the dates of required payments, notify their clients of those dates, and make payments on the client's behalf. We will recommend a company that provides such services, but you are of course free to engage any service provider of your choosing. In any event, the provider is not an affiliate of the firm and we are not responsible for its performance or for any losses that you incur because of a failure of its performance.

BILLING STATEMENTS: During the pendency of our representation (unless otherwise agreed), we will ordinarily send you a statement of our fees and expenses on a monthly basis; however, our failure to send you a monthly statement will not affect your obligation to pay our fees and expenses once they are billed to you.

Our statements typically reflect the amount of time devoted to your matters during the prior calendar month, as well as regular charges and disbursements recorded on our books up through the end of the prior month (and sometimes including the first week or so of the month in which the bill is rendered). Because our bills often reflect disbursement charges for work done by outside service providers (*e.g.* patent searches, database access fees, courier services, *etc.*), bills may also reflect charges that were incurred as much as several months prior to the particular billing cycle. Before a bill is sent, we review it to consider whether it is appropriate for the work performed, that it contains a description of the services rendered during the billing period, and that our total fees reflect any prior understanding we may have reached with you.

PAYMENT: Unless other arrangements are made, you agree to pay in full each statement for services rendered and expenses incurred no later than 30 calendar days following the date of any statement. You agree to the amount of the statement unless you object in writing within 30 days of its receipt. If payment for any statement is not received within 60 days, interest will be charged and paid at, absent further agreement, 1% per month on the overdue unpaid balance, with interest accruing from the date the bill is due until it is actually paid. In the event any payment is delinquent, the firm will have a lien on work product and the files until payments are made.



If substantial charges or disbursements are expected on any future projects, the firm may ask that all or some of their estimated amount be paid in advance. This may occur, for example, if we file any patent applications or become involved in any litigation on your behalf. The firm is not responsible for advancing any charges on your behalf.

WHERE TO SEND PAYMENTS: You can find payment address information and other details on our invoices. Payments can be made via wire transfer to our account as follows: JPMorgan Chase, 270 Park Avenue, New York, New York 10017, ABA Number: 021000021, Account No.: 708274774, Swift Code: ChasUS33.

ESTIMATES: It is possible that from time to time you will ask for estimates of legal fees for our services and expected disbursements in connection with future projects. We will do our best to estimate fees and expenses for particular matters when asked to do so. We realize that your resources are not unlimited, and that you may need to budget for the costs that we estimate. An estimate, however, is just that. It is very difficult to predict the exact amount of legal time that may be devoted to a particular matter, and unanticipated issues may arise as a matter develops. Further, the fees and expenses required may be a function of many conditions over which we have little or no control. For example, the number of patents or references we have to review in a particular patent-related matter may be larger than expected, or in license negotiations or litigation, the extent of necessary legal services may depend greatly on the actions of the other party. These and other factors can cause the basis of any particular estimate to be inaccurate, and sometimes by a substantial margin. In the event that it should appear to us that our estimate is substantially inaccurate, we will let you know and in such a case we will provide a revised estimate. However, we will agree with respect to trademark prosecution matters, that we will not exceed by more than 20% (twenty percent) any fee estimate we give you for a particular activity, without your prior written approval.

USE OF OUR NAME: You will not use our name or logo, or list the firm as your counsel, in any press release, marketing materials, documents or presentations prepared for investors or to raise funds, or on your website, without our written permission.

CONFLICTS: As you may expect, the firm represents many other companies and individuals. It is possible that during the time we are representing you, some of our current or future clients will have disputes or transactions with you. You agree that we may continue to represent, or undertake in the future to represent, existing or new clients in any matter, including litigation, even if the interests of such other clients in such other matters are directly adverse to yours, so long as those matters are not substantially related to our work for you.

The firm warrants that it will not use any of your confidential information for the benefit of any other client, that the attorneys working on matters for other clients will not work on your matters, or be allowed access to your confidential information, or vice versa. You further agree that the firm may withdraw from your representation if any potential for conflict arises in the future. The firm agrees to withdraw from further representation of you upon your written request for any reason.



CHANGE OF COUNSEL: At your discretion and for any reason, you may, of course, substitute new counsel for this firm at any time. It is also understood and agreed that, should you fail to pay any monthly statement in full within 30 days of the date of any statement, the firm may, at its option, withdraw from the representation, and in such event you agree and consent to any request filed by the firm with any tribunal for leave to withdraw, and you agree to designate counsel who may be substituted for the firm within two weeks of being requested to do so, or to act *pro se* if none is so designated. The foregoing right of the firm to terminate its representation of you shall be suspended should you notify the firm in writing, during the mediation period contemplated in the *Dispute Resolution Section* below, that you are disputing the amount of a bill.

INSURANCE: It is possible that we may represent you in a matter, typically a litigation in which you are charged with infringement, for which you may have insurance coverage for a portion of our legal fees or costs. While we would be pleased to cooperate with your insurance carrier, our relationship is with you as the client, not with the carrier, and you are therefore ultimately responsible for our bills, even if the insurer agrees to indemnify you for them. We also note that the question of whether your existing or future insurance policies might provide coverage is not one for which we take any responsibility, and you should therefore seek outside counsel to evaluate your claim coverage when appropriate.

RECORDS RETENTION: At the conclusion of matters for which the firm provides legal services, we will return to you any valuable property you have entrusted to us, dispose of any and all superfluous documents consistent with maintaining the confidentiality of the content of those documents, and store the entire balance of the file for a reasonable period of time not to exceed five (5) years.

At the conclusion of the retention period, the firm will provide you with written notification of any client materials that remain in the firm's possession. You will be invited to retrieve these files within 45 days or to request them to be transferred to other counsel. If you fail to retrieve the material, or fail to request the firm to transfer them within 45 days of written notice, the firm will interpret the non-response as authorization to destroy the material.

After the 45 day period, the firm will, consistent with all applicable rules of professional conduct, use its discretion as to the retention or destruction of all attorney work product and any client material that remains with the firm.

CURRENT NAME AND ADDRESS: As part of our representation, you will keep the firm informed of your current name and address. We will likewise keep you informed of any changes in our firm name or address.



DISPUTE RESOLUTION; MEDIATION; ARBITRATION; GOVERNING LAW: We appreciate the opportunity to serve as your attorneys and anticipate a productive, harmonious relationship. If you become dissatisfied for any reason with the services we have performed or the fees charged, we encourage you, as mentioned, to bring that to our attention immediately. Most such problems should be rectified by communication and discussion. A dispute could arise between us, however, which cannot be so resolved. We believe that such attorney-client disputes are most satisfactorily resolved through mediation, and if necessary by binding arbitration, instead of by litigation in court.

In mediation, the parties to a dispute agree to present their respective positions to a neutral third party (the mediator) who has expertise in the area and attempts to work with the parties to reach an amicable resolution without the need for adversarial proceedings. The mediator does not make any formal ruling, and the parties are not bound by any recommendation that the mediator may make.

Arbitration is a process by which both parties to a dispute submit the matter to an arbitrator who has expertise in the area and agree to abide by the arbitrator's decision, instead of litigating in court. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to review by a court. Rules of evidence and procedure in arbitration are often less formal than in judicial proceedings.

Any dispute arising out of or relating to the firm's representation of you that we cannot resolve through discussion and negotiation shall be referred to mediation in an attempt to reach a settlement. This includes any dispute concerning the firm's entitlement to fees or expenses, the reasonableness of any fees or expenses, and allegations of professional negligence or breach of contract (including any dispute concerning the scope of the firm's engagement or representation, the quality of services rendered, and the appropriateness of actions taken or not taken). The mediation will be conducted in accordance with the CPR Institute for Dispute Resolution ("CPR") Mediation Procedure in effect on the date of this letter. Unless otherwise agreed to at the time, the parties will select a mediator from the CPR Panels of Distinguished Neutrals. All discussions and proceedings are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality provisions provided by applicable law.

Any such dispute that has not been resolved by mediation within 120 days of the initiation of the mediation procedure shall be submitted to binding arbitration for final determination. If, however, one of the parties will not participate in mediation, then the other may initiate arbitration before expiration of the 120 day period. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration (Rev. 2000) before a single arbitrator to be appointed by CPR. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. The arbitration shall be conducted in New York City. Judgment upon the award rendered by the arbitrator may be entered by the state or federal courts located in New York County, New York, and both parties consent to the exclusive jurisdiction of such courts for this purpose.



The statute of limitations of the State of New York applicable to the commencement of a lawsuit shall apply to the commencement of an arbitration hereunder, except that no defenses shall be available based on the passage of time during any mediation proceeding called for by the preceding paragraphs of this letter.

The New York courts have implemented a program for arbitration of certain fee disputes between attorneys and clients. The rules governing this program are set forth in Part 137 of the Rules of the Chief Administrator of the Courts (22 NYCRR). By signing the firm's engagement letter (to which this statement is attached), you acknowledge that you have been advised that you have the right to use the fee arbitration procedures of Part 137 and that you are not required to agree to arbitrate a fee dispute in an arbitral forum outside Part 137. By signing the firm's engagement letter (to which this statement is attached), both you and the firm waive all rights with regard to arbitration under Part 137, which includes the right to reject the arbitrator's award by commencing an action on the merits (trial *de novo*) in a court of law.

If you wish to review the CPR Rules for Non-Administered Arbitration, they are available on the CPR's website at www.cpradr.org. If you wish to compare these rules to the rules governing arbitration under Part 137, the Part 137 rules (and other information about this program) are available on the website of the New York State Attorney-Client Fee Dispute Resolution Program at www.courts.state.ny.us/feegov. If you do not have convenient access to the web, or would simply prefer to receive print copies of these rules, please contact us and we will send them to you before you sign our engagement letter.

We encourage and advise you to discuss with independent counsel the advisability of agreeing to arbitration as set forth in this letter.

GOVERNING LAW: Regardless of where our services are rendered, the relationship between you and the firm shall be governed by the substantive law of New York. If any dispute between you and the firm is not subject to arbitration, it shall be heard only in the state or federal courts located in New York County, New York, and both parties consent to the exclusive jurisdiction of such courts for this purpose.

QUESTIONS: If you should ever have any question or complaint about our representation, our statements, or any other aspect of our arrangement, please promptly discuss it with the partner or partners you are working with or the firm's managing partner. If the matter is not clarified and resolved to your complete satisfaction, please write to us within 30 days so that the firm may promptly review and resolve the matter. If we do not hear from you within 30 days of whatever it is that raises the question or complaint, we will understand that it has been satisfactorily resolved. Any costs or legal expenses incurred in securing payment of a statement about which you raised no question in writing within 30 days of its being sent to you, shall be paid by you.

It is important that we proceed on a clear and mutually satisfactory basis in our work for you. We are very willing to discuss any or all of the above matters with you, and we encourage you to be frank about them. We look forward to a mutually beneficial relationship with you.



RUSSIAN STANDARD

OUTSIDE COUNSEL POLICIES AND PROCEDURES

Scope

These guidelines are applicable to all Company matters referred to outside counsel absent express agreement or instructions from us to the contrary.

When retaining outside counsel, we expect to achieve three goals: 1) high quality legal representation that produces maximum value results; 2) the most efficient use of resources; and 3) results in the most cost effective manner.

Evaluation of outside counsel is based on effective control of costs, as well as on success in achieving our particular objectives.

Protocol

Our Director of Legal Affairs (the "Director") is responsible for your firm's selection and engagement as outside counsel, for determining the manner in which legal advice and assistance will be given to the Company, and for determining the scope of legal services to be provided.

The Director is your firm's point of contact with the Company. You should not communicate with anyone else at the Company unless expressly instructed to do so by the Director. Any requests for the provision of services will be made by the Director. You should neither seek nor accept direction from anyone else within Company, unless specifically instructed to do so by the Director.

The Director will act as the liaison between your firm and Company and will be responsible for stating Company objectives for assigned projects, establishing open channels of communication and access to relevant information, monitoring progress, and assessing your firm's continuing role. The Director will also participate in and approve all important decisions and all projects that will require an expenditure of time, money, and resources.

Staffing

The firm's staffing of a matter should be discussed at the outset. Ultimately, staffing is a Company decision, and the Director will provide input and review staffing to insure that it is optimal to achieve the goals of Company at the least cost. Changes to staffing are not to be made without the Director's prior approval.

The resources of Company should be the starting point for all projects. For certain research activities you might otherwise undertake, or for business, economic, financial, or historical information, we expect you to look to the information and experience available throughout Company as a primary source.



RUSSIAN STANDARD

In the course of handling a Company matter, we expect that you will keep consultations with other attorneys in the firm to a minimum. If intra-office conferences and meetings are required between attorneys in your firm, we expect you to ensure that they are limited and clearly justified and that their reason and purpose are included on your invoice in detail.

Finally, no outside providers, consultants, or experts are to be retained without the prior approval.

Management

We require advance project plans and budgets for every matter. We appreciate your responsiveness to considerations of cost effectiveness in making your estimates and evaluations.

Unless it is impracticable, we require separate engagement letters to be executed for separate matters.

Fees

Legal costs are a part of our overall business costs and are evaluated continually on a cost-benefit basis.

Company and outside counsel must agree at the outset on the hourly rates (or other fee arrangement) for each particular case or matter. Company expects to be charged at no more than the firm's "preferred client" hourly rate for attorneys and paralegals assigned to its cases.

We require that you report to us promptly when fees in a matter for any given month reach a certain figure to help us monitor our costs efficiently. We also ask that you inform us promptly when faced with a particular task or project milestone, which requires significant investment of billable time.

We expect to agree on fee arrangements in advance. We encourage you to explore creative fee arrangements, including contingent and partially contingent fees, success fees, and fixed fees.

It is our policy to require that all fees include applicable local taxes, including VAT.

Expenses/Disbursements

Company will reimburse you for your actual costs and expenses related to matters assigned and for necessary and reasonable out-of-pocket disbursements, subject to the limitations and exceptions set forth below. Outside counsel is expected to have a system in



RUSSIAN STANDARD

place that ensures those who bill time and disbursements to Company matters do so promptly and accurately.

All expenses in excess of a certain sum to be established as part of your engagement letter for a particular matter are to be approved by us in advance.

Company will not reimburse you for:

- (a) work exceeding that which was authorized by the Company Director of Legal Affairs;
- (b) costs that are not fully explained;
- (c) costs included in a 'miscellaneous' or 'other' category of charges;
- (d) overhead costs and expenses- such as those relating to fees for time or overtime expended by support staff (secretaries, administrative/clerical personnel, internal messengers, and other similar services), word processing, cost of supplies or equipment, and/or other similar costs of doing business;
- (e) mark-ups or surcharges on any cost or expense.
- (f) routine administrative tasks of creating, organizing, and updating files; receiving, reviewing, and distributing mail.

Company will reimburse firms for separately itemized expenses and disbursements in the following categories:

Postage, messenger/courier service – Company will reimburse actual charges billed to your firm for deliveries (including overnight deliveries where this level of service is required because of time constraints imposed by Company or because of the need for reliability given the nature of the items being transported). Appropriate summaries of postal and messenger/courier expenses must reflect the date and cost of the service and the identity of the sender and the recipient or the points of transportation.

Long-distance telephone and facsimile transmission charges – Company will reimburse actual charges billed to your firm for each call or outgoing facsimile, without overhead adjustment, and without a premium.

Travel - Company will reimburse actual charges for transportation, hotels, and business meals reasonable and necessary for effective representation of Company. Company does not reimburse first-class travel. Summaries of all travel expenses should reflect the identity of the user, the date and amount of each specific cost, and the points of travel. We also require appropriate bills and invoices (receipts) from the providers (hotels, restaurants, etc.) for tax purposes.

Computerized research - Company agrees that it will reimburse firms for actual charges for on-line services, and any associated charges for legal services which accompany its performance. Summaries of expenditures for computerized research should reflect the hourly cost of utilizing online services, the amount of time utilized, and the date of the research.



RUSSIAN STANDARD

Photocopying/printing – Unless agreed upon in advance, Company will reimburse only actual charges for outside photocopy, binding, and printing services and costs of inside photocopy services not to exceed the actual expense per copy. Summaries of expenditures for copying should reflect both the number of copies made and the cost per copy.

Billing Statements

A detailed statement of your services to Company should be submitted on a monthly basis, within fourteen (14) days after the last business day of the month in which the services were rendered.

Invoices payable by Company will generally be paid within thirty (30) days of receipt, but our internal review may result in some delay.

All statements must be prepared within the following guidelines to ensure prompt payment. If you are unable to produce invoices within the stated parameters, you should discuss this matter with the Director at the time of the execution of the engagement letter.

Please include on each invoice:

1. matter;
2. invoice number;
3. a chronological description, by date and task, of the services performed by each attorney with a comprehensive and comprehensible description of the services actually performed (i.e. a description that provides sufficient information so as to enable Company to understand the nature of the services rendered);
4. the name of each attorney who performed each task, the time spent on each task, and that attorney's hourly rate;
5. the current month's total hours and total fees for each attorney billing time to the case;
6. the total fee for all professional services rendered during the period;
7. a separate itemized list of disbursements and expenses;
8. a total of fees and disbursements year-to-date on the matter;
9. the mailing date of the statement.

Billing information for each separately identifiable matter should be on a separate bill. Statements should be rendered in tenths of an hour.

Finally, please show clearly on the invoice the total of only the current bill. Prior balances or payment history should be shown separately, if at all, by invoice number, invoice date, and amount.

RUSSIAN STANDARD - PROJECTED FOREIGN ASSOCIATE FILING FEES

Country	Number Of Applications To Be Filed	Associate's Cost Estimate (W/Discount)
BRAZIL	40	\$24,600
CANADA	15	\$9,000
COMMUNITY TRADEMARK	15	\$30,000
CHINA	40	\$25,000
CROATIA	10	\$5,200
ECUADOR	40	\$18,000
INDIA	10	\$8,500
JAPAN	10	\$19,000
MEXICO	40	\$17,650
MOLDOVA	10	\$5,000
ROMANIA	10	\$6,000
THAILAND	40	\$6,600
TURKEY	10	\$9,550
UNITED ARAB EMIRATES	35	\$26,200
		Approximately: \$210,330

EXHIBIT B

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Russian Standard Intellectual Property Holding AG		04/28/2016	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Kenyon & Kenyon LLP		
Street Address:	One Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Liability Partnership: NEW YORK		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4301537	EMOTION IN A GLASS	
Registration Number:	4297059	EMOTION IN A GLASS	
Registration Number:	3002535	IMPERIA 1894 ST. PETERSBURG PYCCKNN CTAH	
Registration Number:	3565846		
Registration Number:	3345092	RUSSIAN STANDARD	
Registration Number:	3389707		
Registration Number:	3748573	PYCCKNN CTAHDAPT ST. PETERSBURG 1894 IMP	
Registration Number:	3748509	RUSSIAN STANDARD PLATINUM	
Registration Number:	3748508	PYCCKNN CTAHDAPT PLATINUM	
Registration Number:	3843619		
Registration Number:	4112159	PYCCKNN CTAHDAPT GOLD	
Registration Number:	4109155	RUSSIAN STANDARD GOLD	
Registration Number:	3862217		
Registration Number:	2998580	IMPERIA	
CORRESPONDENCE DATA			
Fax Number:	2124257200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$365.00 4301537

Phone: 2124257200
Email: tmdocketny@kenyon.com
Correspondent Name: Howard J. Shire, Esq.
Address Line 1: One Broadway
Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER: Howard J. Shire, Esq.

SIGNATURE: /Howard J. Shire/

DATE SIGNED: 05/09/2016

Total Attachments: 2

source=2016-04-28 USPTO Lien Notification - Russian Standard#page1.tif

source=2016-04-28 USPTO Lien Notification - Russian Standard#page2.tif



Howard J. Shire
Direct 212.908.6205
HShire@Kenyon.com

Kenyon & Kenyon LLP
One Broadway
New York, NY 10004-1007
212.425.7200
Fax 212.425.5288

April 28, 2016

NOTICE OF ATTORNEY'S LIEN

TO WHOM IT MAY CONCERN:

This is an attorney's lien on the trademarks and trademark applications listed below of our client:

Russian Standard Intellectual Property Holding AG
Boesch 37
CH-6331 Huenenberg
Switzerland

for defaulting on its obligation to pay Kenyon & Kenyon LLP, a New York Limited Liability Partnership located at

One Broadway
New York, NY 10004-1007
U.S.A.

in connection with legal services rendered.

U.S. Trademark Registrations	U.S. Trademark Applications
4,301,537	85/977,350
4,297,059	85/360,867
4,362,825	79/116,135
4,290,657	79/109,766
3,793,300	79/070,921
3,892,617	79/069,523
3,790,401	79/069,329
3,916,108	79/069,327
3,002,535	78/196,673
3,565,846	78/452,132
3,345,092	78/452,142
3,389,707	78/452,084

3,748,573	77/666,233
3,748,509	77/658,679
3,748,508	77/658,676
3,843,619	77/666,117
4,112,159	77/658,672
4,109,155	77/658,671
3,862,217	77/582,528
2,998,580	77/824,914
	77/824,897
	77/824,890
	76/396,021

Very truly yours,

/s/Howard J. Shire

Howard J. Shire