

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Correction By Declaration		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Drinks Finland Oy		02/02/2021	Osakeyhtiö - limited company, stock company: FINLAND
RECEIVING PARTY DATA			
Name:	Global Drinks Finland Oy		
Street Address:	Lapinlahdenkatu 9,		
City:	Helsinki		
State/Country:	FINLAND		
Postal Code:	00180		
Entity Type:	Osakeyhtiö - limited company, stock company: FINLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4326240	MOSES	
CORRESPONDENCE DATA			
Fax Number:	2016046775		
<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>			
Phone:	2014911464		
Email:	sorel@sergei-orel.com		
Correspondent Name:	Sergei Orel		
Address Line 1:	2125 Center Avenue		
Address Line 2:	Suite 608		
Address Line 4:	Fort Lee, NEW JERSEY 07024		
NAME OF SUBMITTER:	Sergei Orel		
SIGNATURE:	/Sergei Orel/		
DATE SIGNED:	02/04/2021		
Total Attachments: 45			
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source=Exhibit E#page1.tif
source=Exhibit_E-Brandavid-July-2-2020-Termination_English_Translation#page1.tif
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source=Exhibit_F_Agreement Shaman#page1.tif
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SERGEI OREL, LLC
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February 4, 2021

VIA ONLINE SUBMISSION ONLY

USPTO
Assignment Recordation Branch (ARB)
Commissioner for Patents
400 Dulany St, Alexandria, VA 22314
Tel: 571-272-3350
Fax: 571-273-0140

RE: CORRECTION BY DECLARATION
Mark: MOSES
Reg. No.: 4,326,240
Tmk Owner: Global Drinks Finland Oy
Reel/Frame: 7043/0100-0108

Dear Sir/Madam,

This office represents Global Drinks Finland Oy, of Helsinki, Finland, i.e., the owner of MOSES trademark, and of the USPTO trademark registration number 4,326,240 for MOSES trademark.

This is a request for a **Correction By Declaration** of the fraudulently recorded invalid and cancelled "license" agreement, in the above-captioned trademark registration, which was done in bad faith on August 30, 2020, under **Reel/Frame: 7043/0100-0108**, by Oy Shaman Spirits Ltd., (also referred to herein as "Shaman Spirits") which is a former business partner of the trademark registrant and trademark owner in the present MOSES registration matter, i.e., Global Drinks Finland Oy. Shaman Spirits falsely claims in its fraudulent August 30, 2020 submission to the USPTO Assignment Recordation Branch that the "license", which has no date and no consideration, and which was expressly terminated by an owner of Brandavid Oy (an interim temporary company owner of the MOSES mark at one point in the past), Mr. Moshe David, entitles Shaman Spirits to an exclusive right to use the MOSES trademark, which is false. The only owner of the MOSES trademark in the USA and worldwide, and of the trademark registration number 4,326,240 for MOSES, is Global Drinks Finland Oy, and as such, the fraudulent recording that Shaman Spirits made on August 30, 2020 under the Reel/Frame: 7043/0100-0108, must be cancelled by the USPTO.

Shaman Spirits also fraudulently filed such invalid "licenses" in other countries and jurisdictions, such as, for example, in Finland with the Finland Trademark Office, and in

the European Union with the EUIPO (European Union Intellectual Property Office), in order to hijack Global Drinks Finland Oy's MOSES trademark in those jurisdictions as well. Luckily for my clients, the EUIPO has issued a correct decision cancelling Shaman Spirits' "license" recording for the reasons that there was not enough evidence to support the "license" recordation requested by Shaman Spirits, and that because Shaman Spirits had not informed Global Drinks Finland Oy of the recording of such "license", the "license" was wrongly registered at the EUIPO:

"After careful revision of the initial proof of licence provided by Eversheds Asianajotoimisto Oy, the Office has determined there was not enough evidence to support the requested licence. Furthermore, as it was sent without the knowledge of the owner of the EUTMs (Global Drinks Finland Oy) the Office has concluded that the licence at stake was wrongly registered."

See attached as Exhibit 1 to this letter a copy of a communication from the EUIPO to that effect.

In support of the present Request for a Correction By Declaration please find attached Declarations verified under penalty, with attached Exhibits, by the officers of Global Drinks Finland Oy, Mr. Jehonadav Shlomo David, and Mr. Moshe David.

Please cancel the fraudulent recording under **Reel/Frame: 7043/0100-0108**, and please send us a confirmation once that has been done.

****** Please note that this is a second (2nd) Request for Correction by Declaration against the same infringer, Oy Shaman Spirits Ltd. We filed the First Request For Correction By Declaration with you on February 3, 2021 in the matter of the LAPLANDIA trademark registration number 4,859,922 under the ETAS ID number TM6248. Please bear in mind that the facts of infringement by Oy Shaman Spirits Ltd., against both trademark registrations owned by Global Drinks Finland Oy, i.e., LAPLANDIA and MOSES, are very similar, or nearly identical.**

In the meantime, please do not hesitate to contact me with any questions or concerns.

Many thanks.

Best regards,

A handwritten signature in black ink, appearing to read "Sergei Orel". The signature is somewhat stylized and includes a long horizontal stroke extending to the right.

Sergei Orel

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: GLOBAL DRINKS FINLAND OY

Registration No.: 4,326,240

Mark: MOSES

DECLARATION OF MOSHE DAVID

I, Moshe David, declare under penalty of perjury that the following is true and correct based on my personal knowledge:

1. This declaration is made upon my personal knowledge of the facts set forth herein and my knowledge and review of GLOBAL DRINKS FINLAND OY's ("GDF") books and records, and if called to testify, I could and would testify competently thereto.
2. I am the creator of Brandavid and GDF companies, and of the MOSES brand. I am a co-owner of Brandavid Oy. GDF's address is Lapinlahdenkatu 9, Helsinki 00180, Finland. My company is involved in the production, marketing and sale of alcoholic beverages in Finland and other countries, including the USA.
3. My company Brandavid Oy owns my other company Global Drinks Finland Oy's ("GDF"). GDF is the sole and true owner of the MOSES trademark in the United States and worldwide. GDF filed a trademark application Serial Number 77/851,344 with the USPTO for registration of the mark MOSES in Class 33 in respect of alcoholic beverages on October 19, 2009. I personally signed that trademark application. On September 15, 2015, GDF temporarily assigned the right to the MOSES trademark, which by then matured into a registered trademark, Reg. No. 4326240, for administrative reasons to Brandavid Oy ("Brandavid"), GDF's company which is owned by my son, Mr. Jehonaday Shlomo David, and I, jointly. An assignment to that effect was recorded with the USPTO on September 16, 2015, under Reel/Frame numbers 5623/0988-0990. Please see attached as "Exhibit A" a copy of the recorded assignment in question. Subsequent to the 2015 assignment from GDF to

Brandavid, the MOSES trademark Registration Number 4,859,922, was transferred from Brandavid back to GDF on December 1, 2016, by way of an assignment which my son Jehonadav Shlomo David signed personally as the Chairman of the Board of Brandavid, and which was recorded with the USPTO on May 9, 2017 under Reel/Frames numbers 6053/0129-0131. See attached as "Exhibit B".

4. Shaman Spirits Oy Ltd. fraudulently and in bad faith recorded with the USPTO on August 30, 2020, under Reel and Frames 7043/0100-0108, a document that it purported to be a "license" from GDF to Shaman. Attached as "Exhibit C" is a copy of the fraudulent USPTO "license" recording with the USPTO. In my capacity of the President of GDF, I am ultimately familiar with all of the facts surrounding the controversy with Shaman Spirits Oy Ltd ("Shaman"), which is an alcohol distillery and bottling plant located in Tynmävä, Finland. In 2012 GDF and Shaman signed a vodka production and manufacturing agreement for Shaman to bottle vodka for GDF under GDF's brands MOSES, LAPLANDIA, FINNTASTIC, among others, which agreement GDF and Shaman later updated in 2014 and 2015.

5. In 2016 Shaman, as the vodka manufacturer for GDF at the time, was negotiating with a distributor in Singapore regarding producing and supplying MOSES vodka for and on behalf of GDF to Singapore. At the time, as mentioned above in the present Declaration, the owner of the MOSES trademark was temporarily Brandavid, even though the cooperation, production and manufacturing agreement was still between GDF and Shaman. In order to engage in negotiations with the Singaporean distributor, Shaman Spirits needed to show to the Singaporean distributor that Shaman had a right from the current trademark owner at the time, to use the MOSES trademark on the vodka that Shaman produced for GDF, for the purposes of exporting GDF's vodka bottled in Finland for GDF by Shaman to Singapore. For that purpose, Brandavid and Shaman Spirits made a simple, temporary agreement, which would allow Shaman Spirits to continue the negotiations with the

Singapore distributor, until the trademark was transferred back to GDF from Brandavid. There are several facts that speak for the fact that that agreement was temporary:

- The agreement has no consideration flowing from Shaman to Brandavid.
- I did not sign the agreement personally, which can be seen from the signature of "David Moshe" in the undated agreement, which looks different from my real signature that is shown in "Exhibit A". I believe (See the attached "Declaration of Moshe David") that at the time I authorized another person at Brandavid to sign it on my behalf, believing and knowing that the purpose of the agreement was temporary and the agreement was solely to be used for the negotiations with the Singapore vodka distributor, and not to confer any substantive or ownership rights to Shaman in GDF's MOSES trademark. I do not quite remember whom I asked to sign it on my behalf because no one at the company remembers at this point. Because the agreement was meant to mean essentially nothing, I did not bother to give it a second thought at the time.
- Email exchange between Ilpo Sulkala, who is the CEO of Shaman, and my son, Jehonadav Shlomo David, which clearly states that the purpose of the agreement was for Shaman to proceed with negotiations with the Singapore distributor. Attached as "Exhibit D" is a copy of the email exchange in question between my son Jehonadav Shlomo David, and Ilpo Sulkala of Shaman.
- Furthermore, the agreement has no date. It contains no consideration flowing from Shaman back to Brandavid. For a contract to be valid, there has to be consideration flowing from one side to the other. In the agreement in question that Shaman prepared (Shaman erroneously wrote my name as a "David Moshe" in the agreement), which Shaman filed with the USPTO on August 30, 2020 as an alleged "license", it reads that Brandavid allegedly put up its trademarks, but Shaman put up nothing in return. The piece of paper that Shaman filed with the USPTO as an alleged "license" says, in fact, to the contrary, i.e., that there will be

no monetary payment made, which makes the contract illegal, ineffective, invalid and unenforceable. If there were to be a valid agreement between Brandavid and Shaman, there had to have been a payment made by Shaman, even if of only 1 EURO, a symbolic one, for a contract to be valid. Here in the purported "license" that Shaman filed with the USPTO, there is no consideration going back from Shaman to Brandavid. The signature on the document, on the page Reel/Frame 7043/0107 is not a signature placed there by me, Moshe David, as I never personally signed that document. The document that Shaman purports to be a "license" was a temporary agreement entered, as I have explained above, for the sole purpose of negotiations by Shaman with a Singapore distributor, nothing more.

6. As soon as the MOSES, LAPLANDIA and FINNTASTIC trademarks were assigned back to GDF from Brandavid on December 1, 2016, that agreement between Brandavid and Shaman, which Shaman has filed with the USPTO on August 30, 2020 as a "license" was forgotten, and GDF and Shaman continued their operations as usual. The agreement between Brandavid and Shaman was never discussed again.

7. On July 2, 2020, I unequivocally stated to Shaman in a letter that I signed, in which letter I addressed the "license" agreement (see attached as "Exhibit E"), the following:

"With this letter we would like to clarify that Brandavid Oy does not recognize said agreement nor its validity, as Moshe David has not signed it and it cannot be found in our records. We have also not received, despite requests, a clarification or view from Shaman Spirits LTD as to how the agreement may have ended up signed.

We would also like to bring up another fact that occurred to us when investigating the matter. The agreement in question was originally drafted specifically for a certain purpose which were the distribution negotiations with a Singaporean distributor at the time. There was a consensus about the matter between the parties which can be seen from the attached email which is also attached to this letter. Therefore, the purpose of the agreement would have already been lost and its validity over. Thus, the agreement could not be used for any other rights or purposes anyway.

In case Shaman Spirits LTD will continue to refer to said agreement despite the above facts, we hereby declare this letter as a termination letter to said agreement. Termination is effective immediately."

8. Despite receipt of the July 2, 2020 termination letter from Brandavid, Shaman on August 30, 2020 went behind the backs of Brandavid and GDF and recorded a "license" at several Trademark



Offices around the world, including the USA, Finland, and EUIPO, using the temporary agreement in question with Brandavid that had not been in force since 2016, and which Brandavid expressly terminated on July 2, 2020 by letter to Shaman. Shaman's recordation of the "license" with the USPTO on August 30, 2020, was undoubtedly done in bad faith, considering the fact that it was done a mere two months after Brandavid's July 2, 2020 termination letter, and the fact that Shaman used an agreement which had not been valid for at least four (4) years and that the agreement was with Brandavid, i.e., a company that is not even the trademark owner of the MOSES mark, and not with GDF. Now Shaman owners and officers have been running around claiming they have a license to GDF's trademarks, thus, infringing on GDF's trademarks, and causing damage to GDF's brands such as MOSES and LAPLANDIA, which GDF has been building for many years, and falsely and unlawfully claiming that they have licensing rights to the trademark based on an old invalid and terminated agreement.

9. In addition to all of the above, Brandavid and Shaman have signed an additional agreement on October 10, 2017 in Berlin, Germany, at the time of the Bar Convent Berlin trade show, where they agreed that all their previous agreements are voided by the said 2017 agreement. That was meant in order to start new negotiations between the parties with a clean slate. Attached as "Exhibit E" is a copy of the 2017 agreement between Brandavid and Shaman canceling the temporary agreement from the year 2016. Also in support of that 2017 agreement attached herewith as "Exhibit G" is an Affidavit by Luda Ilmurzina, a former employee of Shaman, confirming that she witnessed the signing of the October 10, 2017 agreement by me, Moshe David, for Brandavid and Ilpo Sulkala for Shaman, that she made a copy of the original agreement, returned the original agreement to Ilpo Sulkala of Shaman, and kept a copy thereof, which she still has in her possession.

9. Shaman unlawfully filed the same document in respect of GDF's MOSES trademarks, purported to be a "license", with the European Intellectual Property Office (the EUIPO) and with the Finland Trademark Office, which is illegal, and which Shaman did with the intent to hold Shaman

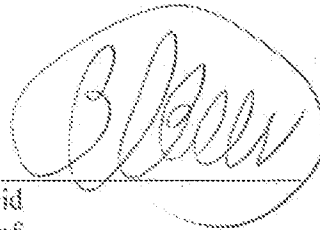


out as an owner of Global Drinks Finland Oy's trademark rights in the MOSES trademark, in violation of GDF's trademark rights in its MOSES mark. That constitutes theft of GDF's and Brandavid's property by Shaman. Shaman must be stopped in its unlawful actions.

10. I respectfully request that the USPTO cancel the assignment/"license" recordation Reel/Frames numbers 7043/0100-0108 because it was fraudulently submitted by Shaman to the USPTO, and because the underlying document that Shaman submitted to the USPTO alleging that that was a "license" between Brandavid and Shaman, is in fact a cancelled agreement, which was subsequently superseded by another agreement signed in 2017 between Brandavid and Shaman, and expressly terminated on July 2, 2020, by Brandavid by way of a letter to Shaman.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed on February 2, 2021 in Helsinki, Finland.

A handwritten signature in black ink, appearing to read "Moshe David", enclosed within a hand-drawn oval border.

Moshe David
Co-Owner of
Brandavid Oy

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is being made and entered into as of September 16, 2015, by and between Global Drinks Finland a Finland Limited Liability Company having a place of business at Puistokatu 3A 2, Helsinki 00140, Finland (hereinafter "Assignor") and Brandavid Oy, a Finland Limited Company having a place of business at Lapintalokatu 9, 00180 Helsinki, Finland (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the U.S. trademark applications and registrations as listed in Appendix A and has a bona fide intent to use the mark that is currently pending (hereinafter the "Pending Trademark") or has adopted, and/or is using the mark that is currently registered (hereinafter the "Registered Trademark") (collectively the "Trademarks").

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademarks.

NOW, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, transfers and sets over to Assignee, its entire right, title and interest in and to the Trademarks including without limitation: the portion of Assignor's business in connection with the Registered Trademark and which it has a bona fide intent to use the Pending Trademark, together with the associated goodwill of the business symbolized by the Trademarks throughout the world, including without limitation: any renewals and extension of the registration, together with all claims for damages by reason of past infringement of the Trademarks, with the right to sue for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives.

Global Drinks Finland

Name: Moshe David

Title: CEO

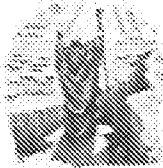
Date: 15/09/15



Lapintalokatu 9
00180 Helsinki Finland
info@globaldrinksfinland.com
www.globaldrinksfinland.com
VAT number: FI00551456

APPENDIX A

1. U.S. Trademark Application Serial No. 85/250,190, filed on February 24, 2011, for **LAPLANDIA**, Word mark, covering "Alcoholic beverages except beers, Alcoholic beverages, namely, vodka, vodka drinks and ciders," in Class 033.
2. U.S. Trademark Registration No. 4,326,240, registered on April 30, 2013, for



MOSEB
Class 033

, Word plus design mark, covering "Alcoholic beverages except beers," in

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is being made and entered into as of December, 1, 2016, by and between Brandavid OY, a Finland Limited Company having a place of business at Lapinlahdenkatu 9, 00180 Helsinki, Finland (hereinafter "Assignor") and Global Drinks Finland OY, a Finland Limited Liability Company having a place of business at Lapinlahdenkatu 9, 00180 Helsinki, Finland (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the U.S. trademark applications and registrations listed in Appendix A and is using the trade marks that have been registered (hereinafter the "Registered Trademark");

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademarks.

NOW, therefore, for good and valuable considerations, receipt of which is hereby acknowledged, Assignor hereby sells, transfers and sets over to Assignee, its entire right, title and interest in and to Trademarks including without limitation: the portion of Assignor's business in connection with the Registered Trademark and which it has a bona fide interest to use registered Trademarks, together with the associated goodwill of the business symbolized by the Trademarks throughout the world, including without limitation: any renewals and extension of the registration, together with all claims for damages by reason of past infringement of the Trademarks, with the right to sue for, and collect the same for its own use and behalf and for the use and behalf of its successors, assigns or other legal representatives.

Assignor:

Brandavid OY



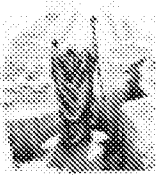
Name: Nadav David

Title: Chairman of the Board

Date: 12/01/2016

APPENDIX A

1. U.S. Trademark Registration No. 4859922, registered on November 24, 2015, for LAPLANDIA, Word mark, covering "Alcoholic beverages except beers; Alcoholic beverages, namely, vodka, vodka drinks and ciders." In Class 033.
2. U.S. Trademark Registration No. 4326240, registered on April 30, 2013 for



MOSES

, Word plus design mark, covering "Alcoholic beverages except beers."
In Class 033

AGREEMENT ON THE ASSIGNMENT OF TRADEMARK RIGHTS

1. Parties to the Agreement

- A. **BRANDAVID OY**, business ID 2353639-3, Lapinlahdenkatu 9, 00180 Helsinki; and
- B. **OY SHAMAN SPIRITS LTD**, business ID 1445049-1, Tehtaantie 5, 91800 Tyrnävä.

Hereinafter jointly "Parties" and each alone "Party".

2. Subject of the Agreement

Under this agreement (hereinafter "**Agreement**"), BRANDAVID OY assigns to OY SHAMAN SPIRITS LTD exclusive rights to use the trademarks listed in appendix 1 (Appendix 1) and its unregistered, otherwise established trademarks and any future trademarks irrespective of whether BRANDAVID OY's rights to future trademarks arise through registration or establishment ("**Trademarks**").

No separate compensation shall be paid under this Agreement for the assignment of the above-mentioned rights of use.

3. Exclusive right and registration rights

Under this Agreement, OY SHAMAN SPIRITS LTD shall have exclusive right to use and/or utilise the Trademarks in all its business activities and marketing, including granting rights of use of the Trademarks to a third party under a separate distribution agreement (Distribution Agreement) or otherwise.

If it so chooses, OY SHAMAN SPIRITS LTD shall have the right to register the rights of use pursuant to this Agreement in registers maintained by the authorities or other similar registers. The registrations of the rights of use and the expenses arising therefrom shall be the responsibility of OY SHAMAN SPIRITS LTD. BRANDAVID OY shall be obligated to provide OY SHAMAN SPIRITS LTD with the powers of attorney and any other documents required for carrying out the above-mentioned measures and to otherwise do its best to make registration possible.

4. Parties' rights and obligations

BRANDAVID OY undertakes to keep the Trademarks specified in Appendix 1 in force (including, but not limited to, the logos and the countries of registration in which the Trademarks are registered according to Appendix 1). BRANDAVID OY undertakes to take appropriate measures, at its own expense, to protect

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the Trademarks if they are infringed or if infringement is suspected, or if a Party/the Parties become aware of a claim that the Trademarks infringe the rights of a third party.

Should BRANDAVID OY transfer the ownership of the Trademarks, it undertakes to keep the rights of use pursuant to this Agreement in force.

Regarding the following important matters, BRANDAVID OY gives the following specific affirmations and in particular affirms:

(a) that it is the sole owner of the Trademarks and entitled to grant the rights of use to them pursuant to this Agreement to OY SHAMAN SPIRITS LTD;

(b) that to the best of BRANDAVID's knowledge, the Trademarks, their parts or their use do not infringe the rights of third parties;

(c) that no licence agreements or other agreements concerning the Trademarks have been entered into for the benefit of third parties in OY SHAMAN SPIRITS LTD's line of business, or other agreements which would limit the rights granted to OY SHAMAN SPIRITS LTD under this Agreement.

OY SHAMAN SPIRITS LTD is not entitled to make changes or modifications to the Trademarks or use and/or utilise the Trademarks in a manner which might weaken the validity, identification, distinctiveness or goodwill value of the Trademarks.

5. **Competing business**

BRANDAVID OY undertakes not to engage, directly or indirectly, in any business activities competing with the business activities of OY SHAMAN SPIRITS LTD without prior written consent of OY SHAMAN SPIRITS LTD.

6. **Confidentiality**

The Parties undertake to keep secret all confidential information which they gain of each other's activities under this Agreement.

The Parties shall also be responsible for ensuring that their employees, management and any outside assistants or experts used comply with the obligations to maintain confidentiality as agreed in this Agreement.

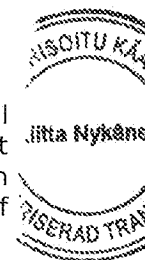
The confidentiality obligation referred to in this Agreement is valid for five (5) years from the date of signing of this Agreement notwithstanding the termination of this Agreement. Should the Agreement expire, the Parties undertake to return or destroy all confidential material received from the other Party, including copies of the material.

7. **Applicable law and dispute resolution**

This Agreement shall be governed by Finnish law.

Any disputes or differences arising from or related to the Agreement shall primarily be settled through negotiations between the Parties. If no settlement is reached through negotiations, the matter shall be settled in arbitration in accordance with the Arbitration Rules of the Finland Central Chamber of Commerce by one (1) arbitrator in Oulu, in Finnish.

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8. **Amendments**

Any amendments or additions to this Agreement shall be made in writing in order to be valid.

9. **Transfers**

A Party may not transfer any rights or obligations pursuant to this Agreement without written consent of the other Party.

10. **Costs**

Both parties shall cover their own costs relating to this Agreement.

11. **Agreement copies**

This Agreement has been executed in two (2) identical counterparts, one (1) for each Party.

BRANDAVID OY**OY SHAMAN SPIRITS LTD**

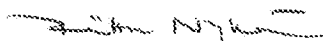
Name: David Moshe
Title: Managing Director

Name: Ilpo Sulkala
Title: Managing Director

[Scanned by CamScanner]

I, the undersigned authorised translator, hereby certify this to be a correct and accurate translation of the attached Finnish document.

Helsinki, 25 August 2020



Riitta Nykänen
Authorised translator from Finnish into English
(Finnish Act on Authorised Translators 1231/2007)



SOPIMUS TAVARAMERKKIEN KÄYTTÖOIKEUKSIEN LUOVUTUKSESTA

1. Sopimuksen osapuolet

- A. **BRANDAVID OY**, Y-tunnus 2353639-3, Lapinlahdenkatu 9, 00180 Helsinki; ja
 B. **OY SHAMAN SPIRITS LTD**, Y-tunnus 1445049-1, Tahtaantie 5, 01800 Tyrnävä.

Yhdessä jäljempänä "Osapuolet" ja kumpikin yksin "Osapuoli".

2. Sopimuksen kohde

Tämän sopimuksen (jäljempänä "Sopimus") nojalla BRANDAVID OY luovuttaa OY SHAMAN SPIRITS LTD:lle yksinoikeuden käyttää liitteessä 1 (Liite 1) listattuja tavaramerkkejä [ja rekisteröimättömiä, muutoin vakiintuneita tavaramerkkejään sekä mahdollisia tulevia tavaramerkkejään riippumatta siitä syntyvätkö BRANDAVID OY:n oikeudet tuleviin tavaramerkkeihin rekisteröimällä vai vakiintamalla ("Tavaramerkki").

Tämän Sopimuksen nojalla ei makseta erillistä korvausta em. käyttöoikeuksien luovuttamisesta.

3. Yksinoikeus ja rekisteröintioikeudet

Tämän Sopimuksen nojalla OY SHAMAN SPIRITS LTD:llä on yksinoikeus käyttää ja/tai hyödyntää Tavaramerkkejä kaikessa liiketoiminnassaan ja markkinoinnissaan, mukaan lukien tavaramerkkien käyttöoikeuksien myöntäminen kolmannelle taholle erillisen jakelusopimuksen (Distribution Agreement) nojalla tai muutoin.

OY SHAMAN SPIRITS LTD:llä on halutessaan oikeus rekisteröidä tämän Sopimuksen mukaiset käyttöoikeudet viranomaisten ylläpitämiin rekistereihin tai muihin vastaaviin rekistereihin. Käyttöoikeuksien rekisteröinnistä kuluineen vastaa OY SHAMAN SPIRITS LTD. BRANDAVID OY on velvollinen antamaan OY SHAMAN SPIRITS LTD:lle em. toimenpiteisiin tarvittavat valtakirjat ja muut tarvittavat asiakirjat sekä muutoinkin tekemään parhaansa rekisteröinnin mahdollistamiseksi.

4. Osapuolten oikeudet ja velvollisuudet

BRANDAVID OY sitoutuu pitämään Tavaramerkit Liitteen 1 mukaisena voimassa (mukaan lukien, näihin kuitenkin rajoittumatta, Liitteen 1 mukaiset logot sekä rekisteröintivaltiot, joissa Tavaramerkit ovat Liitteen 1 mukaan rekisteröity). BRANDAVID OY sitoutuu kustannuksellaan ryhtymään asianmukaisiin toimenpiteisiin Tavaramerkkien suojaamiseksi, mikäli Tavaramerkkejä loukataan tai epäillään loukattavan, tai Osapuolen/Osapuolten tietoon tulee väite siitä, että Tavaramerkit loukkaavat kolmannen osapuolen oikeuksia.

Mikäli BRANDAVID OY luovuttaa omistusoikeuden Tavaramerkkeihin, sitoutuu se pitämään tämän Sopimuksen mukaiset käyttöoikeudet voimassa.

Seuraavien tärkeitä seikkojen osalta BRANDAVID OY tekee seuraavat erityiset vakuutukset ja erityisesti vakuuttaa:

- (a) olevansa Tavaramerkkien yksinomainen haltija ja oikeutettu myöntämään niihin tämän sopimuksen mukaiset käyttöoikeudet OY SHAMAN SPIRITS LTD:lle;
- (b) etteivät Tavaramerkit, niiden osa tai niiden käyttö BRANDAVID OY:n tiedon mukaan loukkaa kolmannelle osapuolelle kuuluvia oikeuksia;
- (c) ettei Tavaramerkeistä ole solmittu lisenssisopimuksia tai muita sopimuksia kolmansien osapuolten hyväksi OY SHAMAN SPIRITS LTD:n toimialalla tai muita sopimuksia, jotka rajoittaisivat OY SHAMAN SPIRITS LTD:n tämän Sopimuksen nojalla saamia oikeuksia.

OY SHAMAN SPIRITS LTD:llä ei ole oikeutta tehdä muutoksia tai muokkauksia Tavaramerkkeihin eikä käyttää ja/tai hyödyntää Tavaramerkkejä tavalla, joka voi heikentää Tavaramerkkien voimassaoloa, tunnistamista, erottamiskykyisyyttä tai good will arvoa.

5. Kilpaileva toiminta

BRANDAVID OY sitoutuu olemaan välillisesti ja välittömästi harjoittamatta mitään OY SHAMAN SPIRITS LTD:n kanssa harjoittaman liiketoiminnan kanssa kilpailevaa toimintaa ilman OY SHAMAN SPIRITS LTD:ltä saatua kirjallista etukäteistä lupaa.

6. Salassapito

Osapuolet sitoutuvat pitämään salassa kaiken luottamuksellisen tiedon, jonka he saavat tietoonsa toistensa toiminnasta tämän Sopimuksen nojalla.

Osapuolet vastaavat myös siitä, että niiden työntekijät, johto sekä mahdollisesti käyttämät ulkopuoliset avustajat ja asiantuntijat noudattavat tässä Sopimuksessa sovittuja salassapitovelvoitteita.

Tässä Sopimuksessa tarkoitettu salassapitovelvollisuus on voimassa viisi (5) vuotta Sopimuksen allekirjoituspäivästä lukien tämän Sopimuksen päättymisestä huolimatta. Mikäli Sopimus raukeaa, Osapuolet sitoutuvat palauttamaan tai hävittämään kaiken toiselta Osapuolelta saamansa luottamuksellisen materiaalin mukaan lukien kopiot materiaaleista.

7. Sovellettava laki ja riitojen ratkaisu

Tähän Sopimukseen sovelletaan Suomen lakia.

Sopimuksesta aiheutuvat tai siihen liittyvät riidat ja erimielisyydet pyritään ensisijaisesti ratkaisemaan Osapuolten välisissä neuvotteluissa. Mikäli neuvotteluissa ei päästä ratkaisuun, ratkaistaan asia Keskuskauppakamarin sääntöjen mukaisessa yhden (1) välimiehen välimiesmenettelyssä Oulussa suomen kielellä.

8. Muutokset

Muutokset ja lisäykset tähän Sopimukseen tulee tehdä kirjallisesti, jotta ne olisivat päteviä.

9. Siirrot

Osapuoli ei saa siirtää tämän Sopimuksen mukaisia oikeuksia ja velvollisuuksia ilman toisen Osapuolen kirjallista suostumusta.

10. Kustannukset

Molemmat osapuolet vastaavat omista kustannuksistaan tähän sopimukseen liittyen.

11. Sopimuskappaleet

Tätä Sopimusta on laadittu kaksi (2) samansanaista kappaletta kullekin Osapuolelle.

BRANDAVID OY

Nimi: David Moshe
Titteli: Toimitusjohtaja

OY SHAMAN SPIRITS LTD

Nimi: Ilpo Sulkala
Titteli: Toimitusjohtaja

Trademark owner	Brand/ID OY	Client	497	Service and Mark Review Agency	SP-owed:	21.2.2018					
1 LAPLAND A Land of Finland	WO based on EUTM	JIP US FI CN	Registered	200903	2011-2017	2011-2007	2011-2007	01:03:03:04:29:0 1:01:03:01:03:04: 07:29:01:15		Figurative	SP
2 LAPLAND A Land of Finland	EM	EM	Overseas Registered	200903	2011-2015	2011-2007	15:09-2008	03:04:07		Figurative	SP
3 LAPLAND A Land of Finland	FI	FI	Registered	200903	2011-2017	2011-2007	15:04-2008	03:04:07:29:01:1		Figurative	SP
4 FINNASTIC	EM	LV/LT/LT GB/HR RO/HU/BG/FR/BE/DE/PL/CZ/AT/CY/SE/SI/SK/IT/MT/PL	Registered	200903	2011-2017	2011-2007	20-10-2009	24:07:01		Figurative	SP
5 FINNASTIC VODKA OF FINLAND	FI	FI	Registered	200903	2011-2017	2011-2007	15:05-2009	24:07:01:24:07:2		Figurative	Client
6 Moses	FI	FI	Registered	200903	2011-2017	2011-2007	15:02-2010	02:01:03:02:01:2		Figurative	Client
7 MOSES	US	US	Registered	200903	2011-2017	2011-2007	15:02-2010	02:01:03:02:01:0		Combined	Client
8 MOSES	EM	LV/LT/LT GB/HR RO/HU/BG/FR/BE/DE/PL/CZ/AT/CY/SE/SI/SK/IT/MT/PL	Registered	200903	2011-2017	2011-2007	29:02-2016	02:01:03:02:01:2		Figurative	SP
9 LAPLAND A	US	US	Registered	200903	2011-2017	2011-2007	24-02-2011	24-11-2015		Word	Client
10 VODKA FROM FINLAND FROM FINLAND	FI	FI	Registered	200903	2011-2017	2011-2007	12-2-2025	24:07:01:24:07:2		Figurative	Client

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: GLOBAL DRINKS FINLAND OY

Registration No.: 4,326,240

Mark: MOSES

DECLARATION OF JEONADAV SHLOMO DAVID

I, Jehonadav Shlomo David, declare under penalty of perjury that the following is true and correct based on my personal knowledge:

1. This declaration is made upon my personal knowledge of the facts set forth herein and my knowledge and review of GLOBAL DRINKS FINLAND OY's ("GDF") books and records, and if called to testify, I could and would testify competently thereto.
2. I am the President of GLOBAL DRINKS FINLAND OY. GDF's address is Lapinlahdenkatu 9, Helsinki 00180, Finland. My company is involved in the production, marketing and sale of alcoholic beverages in Finland and other countries, including the USA.
3. GDF is the sole and true owner of the MOSES trademark in the United States and worldwide. GDF filed a trademark application Serial Number 77/851,344 with the USPTO for registration of the mark MOSES in Class 33 in respect of alcoholic beverages on October 19, 2009. My father who is also my business partner Mr. Moshe David signed that trademark application. On September 15, 2015, GDF temporarily assigned the right to the MOSES trademark, which by then matured into a registered trademark, Reg. No. 4326240, for administrative reasons to Brandavid Oy ("Brandavid"), GDF's parent company which is owned by my father, Mr. Moshe David, and I, jointly. An assignment to that effect was recorded with the USPTO on September 16, 2015, under Reel/Frame numbers 5623/0988-0990. Please see attached as "Exhibit A" a copy of the recorded assignment in question. At that time, I was the Vice-President of GDF. Subsequent to the 2015 assignment from GDF to Brandavid, the MOSES trademark Registration Number 4,859,922, was transferred from

Brandavid back to GDF on December 1, 2016, by way of an assignment which I signed personally as the Chairman of the Board of Brandavid, and which was recorded with the USPTO on May 9, 2017 under Reel/Frames numbers 6053/0129-0131. See attached as “Exhibit B”.

4. Shaman Spirits Oy Ltd. fraudulently and in bad faith recorded with the USPTO on August 30, 2020, under Reel and Frames 7043/0100-0108, a document that it purported to be a “license” from GDF to Shaman. Attached as “Exhibit C” is a copy of the fraudulent USPTO “license” recording with the USPTO. In my capacity of the President of GDF, I am ultimately familiar with all of the facts surrounding the controversy with Shaman Spirits Oy Ltd (“Shaman”), which is an alcohol distillery and bottling plant located in Tyrnävä, Finland. In 2012 GDF and Shaman signed a vodka production and manufacturing agreement for Shaman to bottle vodka for GDF under GDF’s brands MOSES, LAPLANDIA, FINNTASTIC, among others, which agreement GDF and Shaman later updated in 2014 and 2015.

5. In 2016 Shaman, as the vodka manufacturer for GDF at the time, was negotiating with a distributor in Singapore regarding producing and supplying MOSES vodka for and on behalf of GDF to Singapore. At the time, as mentioned above in the present Declaration, the owner of the MOSES trademark was temporarily Brandavid, even though the cooperation, production and manufacturing agreement were still between GDF and Shaman. In order to engage in negotiations with the Singaporean distributor, Shaman Spirits needed to show to the Singaporean distributor that Shaman had a right from the current trademark owner at the time, to use the MOSES trademark on the vodka that Shaman produced for GDF, for the purposes of exporting GDF’s vodka bottled in Finland for GDF by Shaman to Singapore. For that purpose, Brandavid and Shaman Spirits made a simple, **temporary** agreement, which would allow Shaman Spirits to continue the negotiations with the Singapore distributor, until the trademark was transferred back to GDF from Brandavid. There are several facts that speak for the fact that that agreement was temporary:

- The agreement has no consideration flowing from Shaman to Brandavid.

- The agreement was not signed by Moshe David himself, which can be seen from the signature of “David Moshe” in the undated agreement, which looks different from Moshe David’s real signature that is shown in “Exhibit A”. Moshe David believes (See the attached “Declaration of Moshe David”) that at the time he authorized another person at Brandavid to sign it on his behalf, believing and knowing that the purpose of the agreement was temporary and the agreement was solely to be used for the negotiations with the Singapore vodka distributor, and not to confer any substantive or ownership rights to Shaman in GDF’s MOSES trademark. It is a bit unclear whom Moshe David asked to sign it on his behalf because no one remembers at this point. Because the agreement was meant to mean essentially nothing, Moshe did not bother to give it a second thought.
- Email exchange between Ilpo Sulkala, who is the CEO of Shaman, and myself, Nadav David, which clearly states that the purpose of the agreement was for Shaman to proceed with negotiations with the Singapore distributor. Attached as “Exhibit D” is a copy of the email exchange in question between myself, Nadav David, and Ilpo Sulkala of Shaman.
- Furthermore, the agreement has no date. It contains no consideration flowing from Shaman back to Brandavid. For a contract to be valid, there has to be consideration flowing from one side to the other. In the agreement in question that Shaman prepared (Shaman erroneously called Moshe David as a “David Moshe” in the agreement), which Shaman filed with the USPTO on August 30, 2020 as an alleged “license”, it reads that Brandavid allegedly put up its trademarks, but Shaman put up nothing in return. The piece of paper that Shaman filed with the USPTO as an alleged “license” says, in fact, to the contrary, i.e., that there will be no monetary payment made, which makes the contract illegal, ineffective, invalid and unenforceable. If there were to be a valid agreement between Brandavid and Shaman, there had to have been a payment made by Shaman, even if of only 1 EURO, a symbolic one, for a contract to be valid. Here in the purported “license” that Shaman filed with the USPTO,

there is no consideration going back from Shaman to Brandavid. The signature on the document, on the page Reel/Frame 7043/0107 is not a signature placed there by Moshe David, who never personally signed that document. The document that Shaman purports to be a “license” was a temporary agreement entered, as I have explained above, for the sole purpose of negotiations by Shaman with a Singapore distributor, nothing more.

6. As soon as the MOSES, LAPLANDIA and FINNTASTIC trademarks were assigned back to GDF from Brandavid on December 1, 2016, that agreement between Brandavid and Shaman, which Shaman has filed with the USPTO on August 30, 2020 as a “license” was forgotten, and GDF and Shaman continued their operations as usual. The agreement between Brandavid and Shaman was never discussed again.

7. On July 2, 2020, Brandavid in a letter to Shaman addressed the “license” agreement (see attached as “Exhibit E”), and unequivocally stated to Shaman the following:

“With this letter we would like to clarify that Brandavid Oy does not recognize said agreement nor its validity, as Moshe David has not signed it and it cannot be found in our records. We have also not received, despite requests, a clarification or view from Shaman Spirits LTD as to how the agreement may have ended up signed.

We would also like to bring up another fact that occurred to us when investigating the matter. The agreement in question was originally drafted specifically for a certain purpose which were the distribution negotiations with a Singaporean distributor at the time. There was a consensus about the matter between the parties which can be seen from the attached email which is also attached to this letter. Therefore, the purpose of the agreement would have already been lost and its validity over. Thus, the agreement could not be used for any other rights or purposes anyway.

In case Shaman Spirits LTD will continue to refer to said agreement despite the above facts, we hereby declare this letter as a termination letter to said agreement. Termination is effective immediately.”

8. Despite receipt of the July 2, 2020 termination letter from Brandavid, Shaman on August 30, 2020 went behind the backs of Brandavid and GDF and recorded a “license” at several Trademark Offices around the world, including the USA, Finland, and EUIPO, using the temporary agreement in question with Brandavid that had not been in force since 2016, and which Brandavid expressly terminated on July 2, 2020. Shaman’s recordation of the “license” with the USPTO on August 30, 2020, was undoubtedly done in bad faith, considering the fact that it was done a mere two months

after Brandavid's July 2, 2020 termination letter, and the fact that Shaman used an agreement which had not been valid for at least four (4) years and that the agreement was with Brandavid, i.e., a company that is not even the trademark owner of the MOSES mark, and not with GDF. Now Shaman owners and officers have been running around claiming they have a license to GDF's trademarks, thus, infringing on GDF's trademarks, and causing damage to GDF's brands such as MOSES and LAPLANDIA, which GDF has been building for many years, and falsely and unlawfully claiming that they have licensing rights to the trademark based on an old invalid and terminated agreement.

9. In addition to all of the above, Brandavid and Shaman have signed an additional agreement on October 10, 2017 in Berlin, Germany, at the time of the Bar Convent Berlin trade show, where they agreed that all their previous agreements are voided by the said 2017 agreement. That was meant in order to start new negotiations between the parties with a clean slate. Attached as "Exhibit F" is a copy of the 2017 agreement between Brandavid and Shaman canceling the temporary agreement from the year 2016. Also in support of that 2017 agreement attached herewith as "Exhibit G" is an Affidavit by Luda Ilmurzina, a former employee of Shaman, confirming that she witnessed the signing of the October 10, 2017 agreement by Moshe David for Brandavid and Ilpo Sulkala for Shaman, that she made a copy of the original agreement, returned the original agreement to Ilpo Sulkala of Shaman, and kept a copy thereof, which she still has in her possession.

9. Shaman unlawfully filed the same document in respect of GDF's MOSES trademarks, purported to be a "license", with the European Intellectual Property Office (the EUIPO) and with the Finland Trademark Office, which is illegal, and which Shaman did with the intent to hold Shaman out as an owner of Global Drinks Finland Oy's trademark rights in the MOSES trademark, in violation of GDF's trademark rights in its MOSES mark. That constitutes theft of GDF's and Brandavid's property by Shaman. Shaman must be stopped in its unlawful actions.

10. I respectfully request that the USPTO cancel the assignment/"license" recordation Reel/Frames numbers 7043/0100-0108 because it was fraudulently submitted by Shaman to the

USPTO, and because the underlying document that Shaman submitted to the USPTO alleging that that was a “license” between Brandavid and Shaman, is in fact a cancelled agreement, which was subsequently superseded by another agreement signed in 2017 between Brandavid and Shaman, and expressly terminated on July 2, 2020, by Brandavid.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed on February 2, 2021 in Helsinki, Finland.



Jehonadav Shlomo David
President of Global Drinks Finland Oy
GLOBAL DRINKS FINLAND OY