

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FABERGE ART'S APPLIED CRAFT Limited		12/30/2007	CORPORATION: RUSSIAN FEDERATION

RECEIVING PARTY DATA

Name:	PREMIER LIQUEUR GROUP Limited
Also Known As:	AKA MEDITERRANEAN DIRECTORS LIMITED
Street Address:	21 Regent Street, 2-nd Floor
City:	Belize City
State/Country:	BELIZE
Entity Type:	CORPORATION: BELIZE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3122340	IMPERIAL COLLECTION

CORRESPONDENCE DATA

Fax Number: (781)863-9931
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 781-863-9991
 Email: maria.eliseeva@ghme.com
 Correspondent Name: Maria M. Eliseeva
 Address Line 1: HOUSTON ELISEEVA LLP
 Address Line 2: 4 Militia Drive, Suite 4
 Address Line 4: Lexington, MASSACHUSETTS 02421

ATTORNEY DOCKET NUMBER:	BEDAREVA
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

CH \$40.00 3122340

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Maria M. Eliseeva

Signature:

/Maria M. Eliseeva/

Date:

07/30/2008

Total Attachments: 3

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ASSIGNMENT AGREEMENT

Moscow, Russia

This ASSIGNMENT AGREEMENT is entered into this 30th day of December 2007 by and among

FABERGE ART'S APPLIED CRAFT Limited, a legal entity incorporated and existing under the laws of the Russian Federation, State Registration number 1037724011170, TIN: 7724263913, hereinafter referred to as **Assignor**, as represented by its General Director Mr. Eugeny Orlov, acting on the basis of the Charter, on the one hand, and

PREMIER LIQUEUR GROUP Limited, a legal entity incorporated and existing under the laws of Belize, IBC No. 51,361, date of incorporation April 4, 2006, with the registered address: 21 Regent Street, 2-nd Floor, Belize City, Belize, hereinafter referred to as **Assignee**, as represented by its Director Georgios Chr. Kyrou on behalf of MEDITERRANEAN DIRECTORS LIMITED.

Assignor and Assignee are solely referred to as the Party and jointly as the Parties.

1. Trademark assignment

1.1. This Assignment is made with regard to the US registered trademark "IMPERIAL COLLECTION", registration number 3122340, registration date August 1, 2006, of which Assignor is the registered proprietor and sole owner (hereinafter the "**Trademark**").

1.2 In consideration of the sum specified by the Parties in Annex to this Agreement to be paid by the Assignee to the Assignor, as provided in clause 3 hereof the Assignor hereby assigns its entire right, title and interest in US Trademark registration number 3122340 and the mark recited therein, along with the associated goodwill with full title guarantee to the Assignee all rights in the Trademark.

2. Representations and warranties of Assignor

2.1 The Assignor warrants that:

2.1.1 it is the sole owner and registered proprietor of the Trademark;

2.1.2 it has the right to assign the Trademark;

2.1.3 the Trademark is valid and in full force and effect and all relevant renewal or other fees have been paid on their respective due dates for payment;

2.1.4 the Trademark is free from all charges and encumbrances;

2.1.5 there are no existing contracts or arrangements under which the Assignor is granted by or grants to any third party any licence or right in or to the Trademark;

2.1.6 the Trademark and/or exploitation thereof does not infringe the rights of any third party;

2.1.7 at the moment of entering into the present Agreement he is not aware of any facts of infringement or unfair use of the Trademark; and

2.1.8 by entering into the present Agreement he does not commit a breach of any agreement, undertaking or obligation which is binding on him.

2.2 The Assignor will indemnify the Assignee against all losses, actions, claims, proceedings, costs and damages and all other legal costs and expressing anything out of the breach of any of the above representations and warranties.

3. Remuneration of assignment

3.1 The payment of remuneration as provided in clause 1.2 hereof and Annex thereto shall be made by Assignee within 3 (three) days after having received notification of registration of this Assignment and its entry

FABERGE ART'S APPLIED CRAFT Ltd.:

PREMIER LIQUEUR GROUP Limited:

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on the register as the proprietor of the Trademark but, in any event, not later than 1 (one) calendar month from the date of filing this Assignment for registration with the US Patent and Trademark Office.

3.2 Registration costs as well as payment transfer costs shall be paid by Assignee.

4. Other undertakings of the Parties

4.1 Assignor undertakes to perform all the actions which might be required from him in order to allow the registration of the Assignment in the public register in accordance with the requirements of the laws of the United States of America.

4.2 The Assignor shall give the Assignee on the Assignee's request all assistance with any proceedings which may be brought by or against the Assignee against or by any third party in respect of or in connection with the Trademark.

4.3 Should any claim be raised or lawsuit be initiated against Assignee on the ground of the infringement of any third party's rights in the Trademark, Assignor shall at his own expense settle such claim and/or provide legal support to Assignee in case of a lawsuit and/or compensate Assignee in respect of all liability in damages, costs, fees and expenses caused by such claim or lawsuit, including the costs of their settlement and the legal and other fees incurred by Assignee in connection therewith.

5. Final provisions

5.1 Any formal notice, document or other correspondence between the Parties in connection with the present Agreement shall be deemed duly given or made when in writing sent by personal delivery or registered mail to the following addresses, unless one of the Parties advises the other Party otherwise in writing:

to Assignor: Att.: Mr. Eugeny Orlov
FABERGE ART'S APPLIED CRAFT Limited,
Ryabinovaya str. 37, Moscow 121471, Russian Federation

to Assignee: Att.: Mr. Georgios Chr. Kyrou
Re: PREMIER LIQUEUR GROUP Limited,
MEDITERRANEAN DIRECTORS LIMITED
21 Regent Street, 2-nd Floor, Belize City, Belize

5.2 The terms of the present Agreement shall be treated by the Parties as confidential information and shall not be disclosed to a third party other than the US Patent Office for the purposes of recordal or upon the Parties' mutual consent expressed in writing.

5.3 No amendment, addendum or variation of the present Agreement shall become effective unless agreed to in writing by each of the Parties.

5.4 The Assignor shall at the request and cost of the Assignee do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to this Assignment and to vest in the Assignee the full benefit of the Trademark.

5.5 The present Agreement shall be governed by Russian law.

5.6 If a provision of the present Agreement is or becomes illegal, invalid or unenforceable, this shall not affect the validity or enforceability of the present Agreement or any other provision of the present Agreement.

5.7 The Parties agree that any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, the Parties shall seek to solve amicably through negotiations. If the Parties fail to solve such dispute, controversy or claim by an amicable agreement within 25 (twenty-five) business days after such negotiations have been initiated by one of the Parties, the Parties hereby irrevocably and unconditionally agree that such dispute, controversy or claim shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The place of arbitration shall be Moscow, Russia. The language to be used in the arbitral proceedings shall be Russian.

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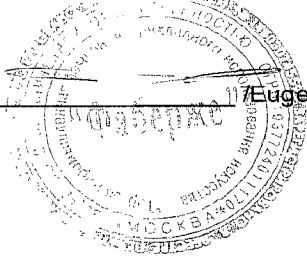
5.8 The present Agreement becomes binding on the Parties from the moment of its signing, and remains in force as long as the Trademark is protected in the United States of America or (if longer) for so long as any rights of action shall subsist hereunder.

5.9 The present Agreement is written in English in two counterparties.

ASSIGNOR

FABERGE ART'S APPLIED CRAFT Limited

General Director:



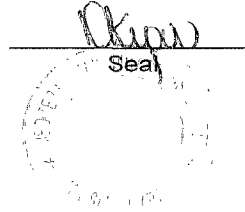
Eugeny Orlov/

ASSIGNEE

PREMIER LIQUEUR GROUP Limited

General Director

MEDITERRANEAN DIRECTORS LIMITED



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