# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ms. Churek Djamgerchinova		09/25/2006	INDIVIDUAL: KYRGYZSTAN

### **RECEIVING PARTY DATA**

Name:	Dilbar Fashion House U.S.	
Street Address:	1121 King Street	
City:	Alexandria	
State/Country:	VIRGINIA	
Postal Code:	22314	
Entity Type:	CORPORATION: VIRGINIA	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77005102	SANGAREE

## **CORRESPONDENCE DATA**

Fax Number: (815)642-8305

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-549-4114

Email: info@pravel.com

Correspondent Name: James W. Pravel

Address Line 1: 1800 Diagonal Road

Address Line 2: Suite 600

Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	1650.3	
NAME OF SUBMITTER:	James W. Pravel	
Signature:	/jwp/	
Date:	10/04/2006	

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Total Attachments: 2

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# License Agreement

AGREEMENT made as of the date signed below, by and between Ms. Churek Djamgerchinova, an Individual, whose address is 4002 Carson Place, Alexandria, Virginia, hereinafter referred to as Licensor, and Dilbar Fashion House U.S., a corporation organized under the laws of the Commonwealth of Virginia, whose principal place of business is located at 1121 King Street, Alexandria, Virginia 22314, hereinafter referred to as Licensee,

WHEREAS, Licensor has applied to the US Patent and Trademark Office on September 22, 2006 to register the word "SANGAREE" as a trademark for retail services in the Commonwealth of Virginia and elsewhere throughout the United States and has obtained U.S. Trademark Application Number 77/005,102 covering the intent to use the mark, from the United States Patent and Trademark Office, a copy of the application of which is attached hereto as Exhibit A (hereinafter referred to as the "Service Mark"); and

WHEREAS, Licensee is desirous of using said Scrvice Mark for retail services in the Commonwealth of Virginia, and elsewhere, hereinafter referred to as the "Territory;"

NOW, THEREFORE, in consideration of the mutual covenants of the parties and the sum of Ten Dollars (\$10) herewith paid by Licensee to Licensor, the receipt of which is hereby acknowledged by said Licensor, the parties hereby agree as follows:

- 1. License. Licensor grants to Licensee the right to use under the common law and under the auspices and privileges provided by any Registration to issue covering the same during the term of this Agreement, and Licensee hereby undertakes to use the Service Mark "SANGAREE" in the Territory in connection with the rendition of retail services, the permitted services being hereinafter referred to as the "Services."
- 2. Quality of Services. Licensee shall use the Service Mark "SANGAREE" only with the Services rendered by or for the Licensee in accordance with the guidance and directions furnished to the Licensee by the Licensor, or its representatives or agents, from time to time, if any, but always the quality of the Services shall be satisfactory to the Licensor or as specified by it. The Licensor shall be the sole judge of whether or not the Licensee has met or is meeting the standards of quality so established.
- 3. Inspection. Licensee will permit duly authorized representatives of the Licensor to inspect the premises of Licensee using the Service Mark at all reasonable times, for the purpose of ascertaining or determining compliance with Paragraphs 1 and 2 hereof.
- 4. Use of Service Mark. Licensee shall provide Licensor with samples of all literature, brochures, signs and advertising material prepared by the Licensee, and Licensee shall obtain the approval of Licensor with respect to all such brochures, signs and advertising material bearing the Service Mark prior to the use thereof. When using the Service Mark under this Agreement, Licensee undertakes to comply substantially with all laws pertaining to service marks in force at any time in the Territory. This provision includes compliance with marking requirements.
- 5. Extent of License. The right granted in Paragraph 1 hereof shall be nonexclusive and shall not be transferable without Licensor's prior written consent, and Licensor shall have the right to use the Service Mark and to license its use to any other designee in the Territory. The license herein granted shall not be assignable or transferable in any manner whatsoever, nor shall the Licensee have the right to grant any sublicenses, except by prior written consent of the Licensor.

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6. *Indemnity*. Licensor assumes no liability to Licensee or to third parties with respect to the performance characteristics of the Services rendered by the Licensee under the Service Mark, and the Licensee shall indemnify Licensor against losses incurred to claims of third parties against Licensor involving sale of the Licensee's Services.

#### 7. Termination.

- a. Except as otherwise provided herein, this Agreement shall remain in full force and effect, but is terminable at the will of Licensor upon not less than thirty (30) days written notice to Licensee.
- b. If Licensee makes any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudged in any legal proceeding to be either a voluntary or involuntary bankruptcy, then the rights granted herein shall forthwith cease and terminate without prior notice or legal action by Licensor.
- 8. Ownership of Service Mark. The Licensee and all parties to this Agreement acknowledge Licensor's exclusive right, title and interest in and to the Service Mark and any Registration that have issued or may issue thereon, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair part of such right, title and interest. In connection with the use of the Service Mark, neither Licensee nor any other party hereto shall in any manner represent that he or it has any ownership in the Service Mark or registrations thereof, and all parties acknowledge that use of the Service Mark shall enure to the benefit of the Licensor. On termination of this Agreement in any manner provided herein, the Licensee will cease and desist from all use of the Service Mark in any way and will deliver up to the Licensor, or its duly authorized representatives, all material and papers upon which the Service Mark appears, and furthermore, Licensee will not at any time adopt or use without the Licensor's prior written consent, any word or mark which is likely to be similar to or confusing with the Service Mark.
- 9. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered mail, postage prepaid, addressed to the party to be notified at its address shown below, or at such other address as may be furnished in writing to the notifying party.

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Ms. Churek Djamgerchinova (15) 110 4002 Carson Place Alexandria, Virginia 22304 09/25/2006

Dilbar Fashion House U.S.

By Ayshe Tayfun

1121 King Street

Alexandria, Virginia 22314

By Kristina M. Criffin

Title: Marketing + Bus Development
Managel

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RECORDED: 10/05/2006