

DEED OF ASSIGNMENT OF MARK(S)

Form: 023-DA/Eng
CAMBODIA

THIS ASSIGNMENT is made on the _____ day of _____, 2010 at WIDE CODE TOBACCO CO., LTD., located at Phum Russey, Sangkat Stoeung Meanchey, Khan Meanchey, Phnom Penh, Cambodia. Under the laws of Cambodia, (hereinafter called "Assignor") of the one part,

and

CTK Co., Ltd., a corporation organized under the laws of Cambodia, located at No. 37-39 EEoE1, Street 368, Sangkat Beoung Keng Kang III, Khan Chamcamorn, Phnom Penh, Cambodia. (hereinafter called "Assignee") of the other part.

WHEREAS Assignor is the proprietor of certain trademark(s) which has/have been registered or applied for the particulars of such trademark(s) being set forth as follows:

Reg.No. 15396/01/D Mark: COW BOY & Device

Reg.No. 15091/01/D Mark: COW BOY

(hereinafter called "the Trademark(s)")

WHEREAS Assignor assigns to Assignee all rights, title and interest in and to the above mentioned mark(s) registered in Cambodia.

WHEREAS Assignee herewith accepts this assignment.

The subject transfer is inclusive of the goodwill of the above mentioned mark(s) as well as the business concerned.

AND Assignor hereby warrants that to the best of Assignor's knowledge, this assignment will not infringe, impair or violate others' trademark rights in the territory of which the Trademark(s) has/have been registered, and in the event that any third parties claim or bring any legal proceedings against Assignee due to the assignment, Assignor or as agreed between the parties hereto, both Assignor and Assignee shall take all necessary actions to hold Assignee harmless from such claim or legal proceedings.

AND Assignor and Assignee hereby covenant and agree that in case a dispute arises with respect to this assignment, Assignor and Assignee shall in the first instance resolve such dispute through friendly consultations. In the event that no settlement can be reached, the dispute shall be settled in such a manner as agreed by the parties hereto.

AND Assignor and Assignee further covenant and agree that this assignment shall be governed by and construed in accordance with the Laws of Cambodia, however, provided that, to the extent permitted by the Laws of Cambodia, in the event that the Laws of Cambodia shall be silent on any issue of this assignment, this assignment shall be governed by the Laws of Cambodia.

IN WITNESS WHEREOF the parties hereto have hereunto caused this assignment to be duly executed by the authorized representatives as of the day and year first above written.

For and behalf of Assignor
WIDE CODE TOBACCO Co., Ltd.

By: _____

By: _____

NOTARY PUBLIC

Name:
Title:

For and behalf of Assignee
CTK Co., Ltd.

By: _____

By: _____

NOTARY PUBLIC

Name:
Title: