

DEED OF PARTIAL ASSIGNMENT OF MARK

Form: 024-DPA/Eng CAMBODIA

THIS PARTIAL ASSIGNMENT is made on the _____ day of _____, 200... at _____ between: _____, a corporation organized under the laws of _____, located at _____ (hereinafter called "Assignor") of the one part,

and

_____, a corporation organized under the laws of _____, located at _____ (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:

(hereinafter called "the Trademark(s)")

WHEREAS Assignor has agreed with Assignee for the sale, assignment and transfer of goods/services " _____ " covered by the Trademark(s) to Assignee *together with the goodwill of the business.*

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 _____, however, provided that, to the extent permitted by the Laws of _____, in the event that the Laws of _____ shall be silent on any issue of this assignment, this assignment shall be governed by the Laws of _____.

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

By: _____

By: _____

NOTARY PUBLIC

Name:

Title:

For and behalf of Assignee

By: _____

By: _____

NOTARY PUBLIC

Name:

Title: