

# EXHIBIT O



**СУМЕСНАЕ ПРАДПРЫЕМСТВА  
АДКРЫТАЕ АКЦЫЯНЕРНАЕ ТАВАРЫСТВА  
«СПАРТАК»**

Рэспубліка Беларусь, 246003, г. Гомель, вул. Савецкая, 63  
р/с 3012153253049 у Гомельскім рэгіянальным аддзяленні  
ААТ «Белтэнешэканомбанк»  
МФО 153001226 АКПА 00390478 УНП 400078278  
факс +375 (232) 60-27-45 E-mail: info@spartak.by

**СОВМЕСТНОЕ ПРЕДПРИЯТИЕ  
ОТКРЫТОЕ АКЦИОНЕРНОЕ ОБЩЕСТВО  
«СПАРТАК»**

Республика Беларусь, 246003, г. Гомель, ул. Советская, 63  
р/с 3012153253049 в Гомельском региональном отделении  
ОАО «Белвнешэкономбанк»  
МФО 1513001226 ОКПО 00390478 УНП 400078278  
факс +375 (232) 60-27-45 E-mail: info@spartak.by

Ад д.р. 11 20 12 г. № 4260  
На № \_\_\_\_\_ ад \_\_\_\_\_

**JV JSC "Spartak"  
Sovetskaya Street, 63  
246000 Gomel, Republic of Belarus  
Tel./fax: +375-232-60-27-45  
Email: info@spartak.by**

November \_\_\_\_, 2012  
Ref. No. \_\_\_\_\_

Attn.: Mr. Andrey Novikov  
Chairman of the Board & Vice President  
Desly International Corp.  
242 47th Street  
Brooklyn, NY 11220-1010, USA

Re: Exclusive Distributor Agreement dated July 21, 2006

Dear Mr. Novikov:

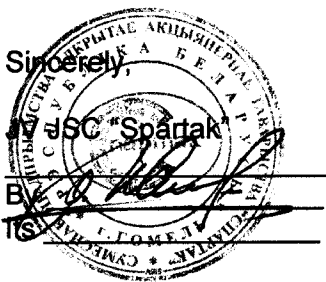
It has come to our attention that "Desly International Corp." ("Distributor") is in serious breach of its obligations under the above captioned Exclusive Distributor Agreement with our firm, JV JSC "Spartak" ("Owner.") As you are fully aware, Section 2.4 of the above-captioned agreement unequivocally provides that "Any and all trademarks and trade names, which Owner uses in connection with the rights granted hereunder, are and remain the exclusive property of Owner."

Notwithstanding this unequivocal provision, your firm registered certain of our trademarks with the United States Patent and Trademark Office, misrepresenting yourself as their owner. See enclosed records downloaded from the Trademark Electronic Search System ("TESS"). This constitutes a serious violation of Distributor's obligations to Owner under the above-captioned agreement and of the trust essential to maintaining a long-term distributor relationship. It may also constitute a criminal violation punishable by fine or imprisonment, or both, under

18 U.S.C. Section 1001 as a willfully false statement made in connection with the trademark registration.

As provided in Section 2.4 of the above-captioned agreement, we hereby give you notice in writing immediately canceling your firm's authority as Distributor to use any and all of our firm's trademarks and trade names. We demand that you immediately cease and desist from using all said trademarks and trade names in your marketing materials, advertising, website or otherwise and return any supplied by us. We further demand that you immediately cancel the trademark registrations evidenced by the enclosed TESS records and any others you may have registered, and provide us with documentation evidencing the cancellation. If you fail to do so we fully intend to pursue all available legal remedies, including injunctive relief.

As a result of your breach of your obligations under the above-captioned agreement and the consequent loss of authorization to use our trademarks and trade names, your firm is now unable to perform its "best efforts" obligation under Section 3 of the above-captioned agreement. As a result, we consider that your breach has rendered the above-captioned agreement null and void by reason of your breach of it, effective immediately.

Sincerely,  
  
JSC "Spartak"  
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Encl.: TESS Downloads