

ESTTA Tracking number: **ESTTA499158**

Filing date: **10/10/2012**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Notice of Opposition

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

Name	Bratva, Inc.		
Entity	Corporation	Citizenship	New York
Address	1205 Surf Avenue Brooklyn, NY 11224 UNITED STATES		

Attorney information	Julian H. Lowenfeld, Esq. Law office of Julian H. Lowenfeld 350 Central Park West Suite 13-C New York, NY 10025 UNITED STATES jlowenfeld@gmail.com Phone:19173759996
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Applicant Information

Application No	85623013	Publication date	10/09/2012
Opposition Filing Date	10/10/2012	Opposition Period Ends	11/08/2012
Applicant	OLEG MAKLER 445 NEPTUNE AVE., STE 16C BROOKLYN, NY 11224 UNITED STATES		

Goods/Services Affected by Opposition

Class 041. First Use: 2000/05/09 First Use In Commerce: 2000/05/09 All goods and services in the class are opposed, namely: Arranging and conducting special events for social entertainment purposes; Arranging, organizing, conducting, and hosting social entertainment events; Hosting social entertainment events, namely, arranging and conducting concerts, parties, rallies and special events, for others; Publication of documents in the field of training, science, public law and social affairs; Social club services, namely, arranging, organizing, and hosting social events, get-togethers, and parties for club members; Special event planning for social entertainment purposes

Grounds for Opposition

<i>Torres v. Cantine Torresella S.r.l.Fraud</i>	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)
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Attachments	Opposition Proceeding Bratva.pdf (2 pages)(120458 bytes) Bratva Certificate of Copyright Registration.pdf (2 pages)(57741 bytes) Bratva Stock Purchase Agreement.pdf (6 pages)(204809 bytes) Bratva Shareholders Agreement.pdf (10 pages)(321025 bytes)
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Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/Julian H. Lowenfeld/
Name	Julian H. Lowenfeld, Esq.
Date	10/10/2012

JULIAN H. LOWENFELD, ESQ.
350 Central Park West, Suite 13-C
New York NY 10025 USA
Tel. 1 (917) 375-9996
Fax. 1(917) 534-6090
[**jlowenfeld@gmail.com**](mailto:jlowenfeld@gmail.com)

USPTO
Trademark Trial & Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451

October 10, 2012

Re: **Statement of Claim in Opposition Proceeding re
Serial # 85623013, “Bratva”**

Please take notice that the New York corporation Bratva, Inc. hereby files notice of opposition to the above-referenced mark. The grounds for the opposition is that Mr. Makler, the applicant herein, is attempting to commit fraud upon the PTO.

Fraud in procuring a trademark registration or renewal occurs when an applicant knowingly makes false, material representations of fact in connection with his application. *Torres v. Cantine Torresella, S.r.l.*, 808 F. 2d 46, (Fed. Cir. 1986).

Oleg Makler, the individual applicant for this mark, has knowingly made such material false representations of fact to the PTO in connection with his application.

As Mr. Makler knows full well, the name and logo “Bratva” for which he has now filed his individual application actually belong to the New York Corporation corporation Bratva, Inc. founded in 2009. Mr. Makler was one of the original founders of the company. In that year the corporation, of which Mr. Makler was then President, registered its logo with the Copyright Office and duly obtained a copyright registration for its design: Registration Number / Date: VA0001687373 / 2009-09-28. A copy of the registration is attached hereto as Exhibit A.

In 2010, for the sum of \$100,000, which was duly paid in installments throughout the year 2011, Mr. Makler sold all his interest in the corporation, including all his shares and “all right to use the Bratva name for any and all corporate purposes.” A copy of that agreement is attached hereto as Exhibit B. The relevant language is on the first page in the “Witnesseth” section. Mr. Makler’s signature is on the last page. The witness to his signature was none other than Alex Almonte, acting then as attorney for the company, although he is acting now as Mr. Makler’s individual attorney against the interests of the very same company in this current application.

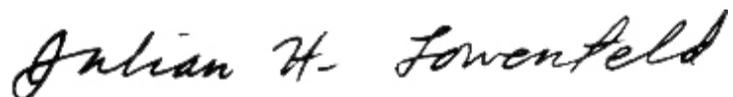
Also in 2010, before he sold his shares of the corporation, Mr. Makler also specifically acknowledged in writing in the corporate shareholders' agreement of Bratva, Inc. that it is the corporation that is the owner of the "Bratva copyright and logo" – which, in context, was clearly the essence of the mark, which consists chiefly of its name. By signing that document, Mr. Makler was clearly acknowledging that it is the corporation which has the right to the use of the name. Had he not made such acknowledgement, he would not have been able to sell his shares in the company for \$100,000. A copy of the shareholder's agreement is attached hereto as Exhibit C. Again, the relevant language is on the first page in the "Witnesseth" section, and Mr. Makler's signature is on the last page, again witnessed by Mr. Almonte, acting then as attorney for the company, and now, essentially, against it, trying to defraud it of its chief asset.

As both Mr. Makler and his attorney indisputably know, the corporation Bratva, Inc. paid Mr. Makler \$100,000 for "any and all rights" to the use of the name .¹ Having accepted from the company such a substantial sum of money according to an agreement drafted by Mr. Almonte, which transferred "any and all rights," Mr. Makler has no good faith claim of any kind to the mark which he sold to the company.

We also strenuously object to Mr. Almonte's representation of Mr. Makler in the current case. His conduct, indeed, appears to be sanctionable. There is no ethical way Mr. Almonte can fairly represent Mr. Makler on his application, since the corporation is not prepared to waive Mr. Almonte's clear conflict of interest. We are also shocked that an attorney could personally be party to such knowing fraud on the PTO and on his own former client, since he, of all people, knows that the mark rightly belongs to the corporation, pursuant to transactions which he himself drafted and witnessed. His representation is also problematic, as it seems clear that at a minimum he will be an adverse witness himself, if the proceeding goes to trial.

Accordingly, registration of the mark should be refused to Mr. Makler, and instead granted to Bratva, Inc., the true owner of the mark. Furthermore, Mr. Almonte should not be allowed to represent the individual applicant against the company – his former client.

Respectfully submitted,



October 10, 2012
New York, NY

By: _____
Julian H. Lowenfeld, JHL-9387, Counsel for Bratva, Inc.
350 Central Park West, Suite 13C
New York, NY 10025
Tel. 1(917) 375-9996
Fax. 1(917) 534-6090
Email : jlowenfeld@gmail.com

Cc : Alex Almonte, Esq., via ESTTA

¹ Mr. Almonte's description of the purpose of the mark is partially accurate, but leaves out the key detail that the "social events, etc." listed on the application are all related to motorcycles and biking.



JUL 20, 2010:12:41PM 71823Alco Corporate Services E-BRATKOVSKY

NO. 5450 P. 1 2001/002

Certificate of Registration



This Certificate, issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Margbeth Peters
Register of Copyrights, United States of America

Registration Number
VA 1-687-373

Effective date of registration:
September 28, 2009

Title _____

Title of Work: BRATVA

Completion/Publication _____

Year of Completion: 2004

Date of 1st Publication: January 1, 2005

Nation of 1st Publication: United States

Author _____

Author: BRATVA, INC.

Author Created: text, 2-D artwork

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant _____

Copyright Claimant: BRATVA, INC.

445 NEPTUNE AVE., # 160, BROOKLYN, NY, 11224, United States

Rights and Permissions _____

Organization Name: Almonte & Bratkovsky PLLC

Name: Alexander Almonte, Esq.

Email: alcoinc2@aol.com

Telephone: 518-689-1212

Address: 2652 coney Island Avenue

Brooklyn, NY 11223 United States

Certification _____

Name: Alexander Almonte, Esq.

Date: September 28, 2009

Applicant's Tracking Number: BRATVA

JUL 20 2010 12:41 PM 7182 Alco Corporate Service E-BRATKOVSKY

NO. 5450 P. 2 002/002

Registration #: VA0001687373

Service Request #: 1-238149941

Almonte & Bratkovsky PLLC
Alexander Almonte, Esq.
2652 Coney Island Avenue
Brooklyn, NY 11223

RECEIVED TIME JAN 11 12:00PM

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is made as of December 6, 2010 by and between Oleg Makler, an individual residing at 445 Neptune Ave., Brooklyn, NY 11224 ("hereinafter referred to as the "Seller") and Bratva, Inc., a New York corporation located at 1205 Surf Avenue, Brooklyn, NY 11224 (hereinafter referred to as the "Buyer").

WITNESSETH

WHEREAS, the Seller is the shareholder of Bratva, Inc. (hereinafter referred to as the "Corporation"), owning 66.66 shares of the Corporation which represents 33.33% of all of the issued and outstanding stock of the Corporation; and

~~WHEREAS, the Corporation is engaged in the restaurant/bar services at 1205 Surf Avenue, Brooklyn, NY 11224 (the "Facility"); and~~

WHEREAS, Seller wishes to sell all of his shares of the Corporation and right to use name "BRATVA" for any and all corporate purposes and Buyer wish to purchase all of Seller's shares and right to use name "BRATVA" for any and all corporate purposes in accordance applicable laws, rules and regulations; and

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to as follows:

ARTICLE I SUBJECT MATTER OF TRANSACTION

1.1 Transfer of shares of the Corporation. Subject to the terms and conditions of this Agreement, at the Closing as provided for in this Agreement, the Seller shall sell, transfer and deliver to the Buyer 66.66 shares of the Corporation (the "Purchased Shares"), which constitute 33.33% of all of the issued and outstanding stock of the Corporation, and Buyer will purchase from Seller the Purchased Shares.

The aggregate purchase price (the "Purchase Price") for the Purchased Shares is set forth in Section 1.2 below.

1.2 Purchase Price. The Purchase Price for the Purchased Shares shall be ONE HUNDRED THOUSAND (\$100,000.00) AND 00/100 DOLLARS jointly and severally payable by Buyer.

1.3 Payment of Purchase Price. The purchase price as set forth in paragraph 1.2 above shall be paid by Buyer at the time of execution of this Agreement as follows:

a) \$50,000.00 shall be paid by Buyer in cash or certified check;

b) \$50,000.00 shall be paid by Buyer in ten (10) monthly installments of \$5,000.00 pursuant to Promissory Note and Personal Guaranty attached to this Agreement.

1.4 The Facility. The Facility is being operated by the Corporation pursuant to a lease agreement with which the Buyer are fully familiar and which has been examined by the Buyer at length heretofore. The Facility currently operates and shall further operate under name "Bratva".

1.5 Facility, Equipment and Business Condition. Buyer have conducted an independent investigation into the physical condition of the Facility, the equipment, if any therein, whether used by the Corporation or not in the operation of its business and the state of business and financial conditions of the Corporation and found them to be adequate. Seller makes no representation as to the physical condition, profitability, financial condition or any other matter respecting the Facility, the equipment or the business of the Corporation. The Buyer are accepting the purchased shares "AS IS" without any representations made by the Seller, other than the representations specifically set forth in this Agreement, which representations shall not survive the Closing, unless specifically set forth to the contrary.

ARTICLE II SELLER'S REPRESENTATIONS WARRANTIES AND COVENANTS

Seller hereby represent, warrants and covenants as follows:

2.1 Corporate Organization, Etc. Bratva, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of New York. The true and correct copies of the Certificate of Incorporation of the Corporation have been delivered to Buyer.

2.2 Capitalization. As the date of this Agreement, the authorized capital stock of the Corporation consists of 200 shares of capital stock, with no par value, of which 200 shares were issued and outstanding and of which 66.66 shares comprise the Purchased Shares. The Purchased Shares are validly issued, fully paid and nonassessable. There are no outstanding (a) securities convertible into or exchangeable for the Corporation capital stock; (b) options, warrants or other rights or securities convertible into or exchangeable for capital stock of the Corporation; or (c) contracts, commitments, agreements, understandings or arrangements of any kind relating to the issuance of any capital stock of the Corporation. No additional shares of the Corporation shall be issued without prior written consent of Buyer.

2.3 Subsidiaries and Affiliates. The Corporation does not own, directly or indirectly, any capital stock or other equity securities of any corporation. No such interest shall be acquired without prior written consent of Buyer.

2.4 Stock Ownership and Authority to Sell. Seller owns, beneficially and of record, free and clear of any lien, pledge, charge, security interest, encumbrance, title retention agreement, adverse claim, right or option (except as may be created by this Agreement) the Purchased Shares. Seller has not assigned, sold, encumbered, pledge, hypothecated or transferred any of his Purchased Shares, and he is the sole owner thereof and has full right and authority and power to

sell and transfer them to Buyer. Seller have full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

2.5 Financial Statements and Tax Returns. Buyer have been afforded an opportunity to review all financial statements and tax returns of the Corporation. Buyer have conducted an independent study of the liabilities and assets of the Corporation and found them acceptable. Buyer hereby release the Seller from any tax obligations from the date of this agreement forward.

2.6 Liabilities. Buyer have examined all material liabilities or obligations of the Corporation. Seller shall not incur additional liabilities which will not be satisfied on or before the date of Closing without prior written consent of Buyer. Buyer hereby release the Seller from any obligations or liabilities from the date of this Agreement forward.

ARTICLE III

~~BUYER'S REPRESENTATIONS AND WARRANTIES~~

Buyer, jointly and severally, hereby represent and warrant as follows:

3.1 No reliance. Buyer represent that they are not relying on any statement, promise or representation which is not a part of this Agreement, made by the Seller or any other party; that the Buyer have conducted an independent investigation of the income, assets, liabilities, business prospects, affairs, financial condition etc. of the Corporation and are fully satisfied with respect thereto. The Buyer further represent that they are fully familiar with the income, assets, liabilities, business prospects, affairs, financial condition etc. of the Corporation and do not require Seller's representations with respect thereto. The Buyer further represent and acknowledge that the business of the Corporation requires and is currently in possession of certain licenses/permits from governmental/regulatory authorities including but not limited to the Department of Health and NYS Liquor Authority, etc., and that such licenses/permits may require further actions on behalf of the Buyer to effectuate the transaction contemplated in this Agreement with the abovementioned authorities. Buyer will bear any and all responsibility to file all necessary documentation/applications in connection to the transaction contemplated in this Agreement with any and all such licensing authorities.

3.2 Solvency and Financial Condition. Buyer are solvent and have not filed for bankruptcy or contemplate such filing.

3.3 Indemnification. From and after the Closing, the Buyer will reimburse, indemnify and hold harmless the Seller against and in respect of (i) any and all liabilities and obligations of any nature whatsoever relating to the Buyer, which result from or arise out of any event, occurrence, action, inaction or transaction occurring after the Closing Date; (ii) any and all actions, suits, claims or other proceedings or investigations against Seller which result from or arise out of any event, occurrence, action, inaction, or transaction occurring after the Closing Date; (iii) any and all damages, losses, costs and expenses incurred or suffered by Seller that result from any material misrepresentation, breach of material warranty or non-fulfillment of any material agreement or covenant on the part of the Buyer under this Agreement.

**ARTICLE IV
SELLERS' AND BUYER'S REPRESENTATIONS AND WARRANTIES**

4.1 Brokers and Finders. Seller and Buyer represent to each other that they have not employed any broker in connection with this transaction and no broker is entitled to any commissions in connection with the transactions contemplated by this Agreement.

**ARTICLE V
CLOSING**

5.1 Closing Date. The Closing of the transactions contemplated by this Agreement shall take place simultaneously with execution of this Agreement, at the offices of Seller's attorney, or at such other place and time as shall be mutually agreed by the parties.

**ARTICLE VI
MISCELLANEOUS**

6.1 Entire Agreement. This Agreement, including all Exhibits and Schedules attached hereto, if any, constitutes the entire understanding and agreement of the parties hereto relating to the matters set forth herein and supersedes any and all other understandings, negotiations or agreements between the parties relating to the subject matter set forth herein. This Agreement may not be changed, modified, amended or terminated, except by a writing duly authorized by the parties hereto.

6.2 Governing Law.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING CHOICE OF LAW RULES WHICH MAY CALL FOR THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(b) Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of New York, Kings County, or a Federal Court having jurisdiction, and, by execution and delivery of this Agreement, the parties hereby accept, generally and unconditionally the exclusive jurisdiction of the aforesaid court(s) and appellate courts from any thereof.

6.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.

6.4 Validity. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

6.5 Non-Assignable. This Agreement may not be assigned by any party without the express written consent of the other parties.

6.6 Headings. The headings used throughout this Agreement have been inserted for administrative convenience only and do not constitute matter to be construed in interpreting this Agreement.

6.7 Expenses. Each party shall pay its own costs and expenses relating to this Agreement and the transactions contemplated hereby.

6.8 Notices. Any notice, demand, request, waiver, or other communication under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered, return receipt requested, postage prepaid, or in the case of facsimile notice, on the date sent, or in the case of a nationally recognized overnight courier service, one day (excluding Saturday, Sunday or a legal holiday in the State of New York) after delivery to such courier service, addressed in each case as follows:

To Seller:

Oleg Makler
445 Neptune Ave.
Brooklyn, NY 11224

To Buyer:

Bratva, Inc.
1205 Surf Avenue
Brooklyn, NY 11224

6.9 Waiver. At any time, any party hereto may waive compliance with any of the obligations, agreements or conditions contained herein. Any agreement on the part of a party hereto to such waiver shall be valid only if set forth in an instrument in writing signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or future failure.

6.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.

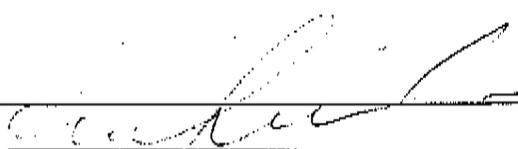
6.11 Construction. The parties acknowledge that Seller has been represented by an attorney, and Buyer chose not to retain a counsel of their own selection, that the terms of this Agreement have been negotiated between the parties and that it is further understood and agreed that this Agreement may have significant ramifications once signed and all parties shall be deemed to have drafted this document jointly and there shall be no negative construction or inference of the same drawn against any party as drafter of this Agreement.

6.12 Non-Recourse. The sole recourse of each party against the other for satisfaction of any obligations arising under this Agreement shall be: (a) in the case of a claim by Seller against the Buyer/a Buyer or its successors and assigns only and not against any shareholder, partner, officer, director, agent or representative of Buyer; (b) in the case of a claim by Buyer against the Seller, against the estate of the Seller in the proceeds from the sale of the shares of stock herein only and no other assets or property.

IN WITNESS WHEREOF, the parties have caused this Stock Purchase Agreement to be executed the day and year first above written.

SELLER:

BUYER:
BRATVA, INC.



Oleg Makler

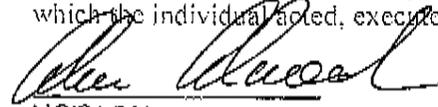


By: Felix Gleizer, President

ACKNOWLEDGEMENTS

State of New York)
) ss:
County of Kings)

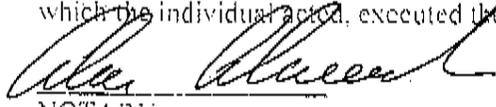
On this 6 day of December, 2010 before me, the undersigned, personally appeared Oleg Makler, personally known to me or proved to me on the basis of satisfactory evidence to be individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY

State of New York)
) ss:
County of Kings)

On this 6 day of December, 2010 before me, the undersigned, personally appeared Felix Gleizer, personally known to me or proved to me on the basis of satisfactory evidence to be individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY

**AGREEMENT OF SHAREHOLDERS
OF
BRATVA, INC.**

AGREEMENT, dated 7/20/10, among Oleg Makler, residing at 445 Neptune Ave., Brooklyn, NY 11224, Felix Gleizer, residing at 404 Melba Street, Staten Island, NY 10314, and Gary Vaksman, residing at 2720 East 19 Street, Brooklyn, NY 11235 (the aforesaid parties, together with all subsequent owners of the capital stock of BRATVA, Inc., being hereinafter referred to collectively as "Shareholders" and individually as a "Shareholder") and BRATVA, Inc., a New York Corporation, having its principal place of business at 1205 Surf Ave, Brooklyn, NY 11224 (the "Corporation").

WITNESSETH

WHEREAS, the Corporation is a New York Corporation with 200 authorized and issued no par shares of stock,

WHEREAS, the Shareholders are the owners of the shares of the capital stock of the Corporation, being 100% of all of the issued and outstanding stock of the Corporation, (hereafter issued and outstanding, being hereinafter referred to as the "Shares"); and

WHEREAS, the Corporation is the registered owner of "Bratva" copyright and logo, website Bratva-usa.com and BratvaBar.com;

WHEREAS, the parties hereto desire to set forth their agreement with respect to the Shares.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Restrictions On Transfer of Shares

No Shareholder shall, directly or indirectly, sell, donate, pledge, hypothecate, encumber or otherwise transfer all or any part of the Shares now or hereafter owned by him without complying with the provisions of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, no sale, donation, pledge, hypothecation, encumbrance or other transfer of Shares shall be recognized or deemed effective unless the transferee shall execute and agree to be bound by this Agreement.

Any sale, donation, pledge, hypothecation, encumbrance or other transfer which is not in compliance with the provisions of this Agreement shall be null and void, and shall not be recognized by the Corporation or the Shareholders, and the transferee shall not be entitled to vote any of the shares of the Corporation, nor receive any dividends, profits or other distributions, no shall the transferee have any other rights as a Shareholder of the Corporation.

2. Transfers To Family Members

In case of death or incapacity of Shareholder shares are automatically transferred to his/her heirs. However, such heirs or family members cannot be on a Board of Directors unless agreed by the unanimous vote of the Board of Directors.

3. Voluntary Transfers Of Shares

If a Shareholder desires to sell or transfer any of his Shares, other than a transfer to family members provided in Article 2 above, such Shareholder (the "offeror") shall give written notice thereof to the other Shareholders and the Corporation (the "offeror's notice"), which notice shall set forth the name and address of the proposed transferee, the proposed price or consideration to be paid or given, and all other pertinent details of the proposed sale or transfer. The offeror's notice also shall contain an offer to sell such Shares to the other Shareholders and the Corporation, in accordance with the provisions of this Article 3.

For a period of sixty days after receipt of offeror's notice (the "initial option period"), the other Shareholders, or any of them, shall have the right to purchase all or any part of the Shares offered for the price and upon the terms and conditions provided in this Article 3, by giving notice of intention to purchase to the offeror, the other Shareholders and the Corporation within the initial option period.

Each of the other Shareholders shall have the right to purchase that portion of the Shares offered as the number of Shares owned by each bears to the total number of Shares owned by all of the Shareholders (other than the offeror). If a Shareholder does not elect to purchase his full portion of said Shares before the expiration of the initial option period, the remaining Shareholders shall have the right to purchase, in the aforesaid proportions, all of the Shares not purchased by giving notice of intention to purchase to the offeror and all other parties hereto on or before the date which is twenty days after the expiration of the initial option period. The Corporation shall have the right to purchase all of the Shares not purchased by the Shareholders, by giving notice of intention to purchase to the offeror and all other parties hereto within thirty days after the expiration of the initial option period.

The purchase price for each of the Shares purchased by the other Shareholders or the Corporation pursuant to the options provided in this Article 3 shall be the lesser of the purchase price set forth in the offeror's notice or the purchase price determined in accordance with the provisions of Article 4 below.

The following terms and conditions shall apply to the purchase of any Shares pursuant to the options provided in this Article 3:

(a) No portion of the purchase price of the Shares shall be required, but may be paid in cash or by certified check by the purchasers to the offeror within thirty days after the date on which the notice of intention to purchase was given by the purchasers.

(b) Any balance of the purchase price not paid based on Article 2(a), shall be paid to the offeror in cash or by certified check, or, at the option of the purchasers, in

36 consecutive equal monthly installments, with the first installment to be due thirty days after the notice of intention to purchase was given by the purchasers and with each subsequent installment to be due on the same day of each succeeding month. This obligation shall be evidenced by a negotiable installment note to the order of the offeror providing for: (i) interest at the rate equivalent to prime rate on the date of the closing of title for the purchased shares on the unpaid principal balance; (ii) the right of prepayment without penalty; and (iii) acceleration of the entire unpaid principal balance in the event of a default in the payment of principal or interest for more than ten days after notice and demand. Said installment note shall be executed and delivered by the purchasers simultaneously with the payment provided for in clause (a) above.

(c) Upon receipt of the cash payment and the installment note, if any required in clauses (a) and (b) above, the offeror shall deliver to the Corporation the certificate(s) evidencing the Shares of the offeror, with any other instruments required by the Corporation, so that full and complete title to the Shares can be transferred on the books of the Corporation.

(d) If Shares of the offeror have been purchased by delivery of an installment note, then, after the Shares have been transferred as provided in clause (c), the new certificate for said Shares shall be delivered by the Corporation to the offeror to be held as collateral security for payment of the installment note. If the purchasers are not in default under the installment note, the purchasers shall be entitled to vote said Shares and to receive all dividends payable thereon. Upon payment of all indebtedness evidenced by the installment note, the new certificates for said Shares shall be delivered to the purchasers. If the other Shareholders and the Corporation do not elect to purchase all of the Shares which are the subject of the offeror's notice, the offeror (subject to the provisions of Article 5 hereof) may sell, donate, pledge, hypothecate, encumber or otherwise transfer the shares not purchased to the transferee designated in offeror's notice, for the consideration and upon the terms and conditions set forth therein, but not otherwise. If the transfer of all shares is not completed within sixty days after the expiration of the aforesaid options, such Shares may not thereafter be transferred unless they again are offered to the other Shareholders and the Corporation in accordance with this Article 3. If the Shares of any Shareholder are involuntarily transferred to a pledge, judgment creditor, assignee for the benefit of creditors, receiver, trustee in bankruptcy or other person, such transfer shall be deemed to constitute a notice to the other Shareholders and the Corporation, as of the date of such transfer offering to sell all of the Shares affected upon the terms and conditions provided in this Article 3 for a price determined in accordance with the provisions of Article 4 hereof. No pledge, judgment creditor, assignee for the benefit of creditors, receiver, trustee in bankruptcy or other holder of Shares, without regard to the manner of acquisition of the Shares or the nature of the interest therein, shall sell, donate, pledge, hypothecate, encumber or otherwise transfer any Shares without complying with the provisions of this Agreement in the same manner as if such holder or person asserting the interest in such Shares was named as a Shareholder herein. Notwithstanding anything to the contrary herein, at any time a shareholder desires to sell his or her shares to an individual

or an entity that is not already a shareholder, then current shareholders of the Corporation by a vote of the majority may reject such sale. Such rejection shall be deemed a resolution by the Board of Directors and the Corporation not to issue any shares to the potential new shareholder. Such rejections shall be limited to a maximum of two for any one selling shareholder.

For the purposes of this agreement equitable distribution to the former spouse of shareholder is deemed to be a voluntary transfer of shares and shall be treated in accordance with Article 3 herein. In any event, no former spouse shall become a shareholder of Corporation without unanimous consent of Board of Directors.

4. Purchase Price

For purposes of purchases of Shares pursuant to the provisions of this Agreement, the purchase price for each Share shall be the fair value of each Share as determined pursuant to this Article 4.

Within sixty days after the end of each fiscal year of the Corporation, the parties hereto (including any successors in interest) shall determine the fair value of each Share for the then current fiscal year, and shall execute a certificate of valuation, substantially in the form annexed hereto, setting forth said fair value.

The parties hereto at any time may execute a new certificate of valuation, revising the fair value of each Share. The most recent certificate of valuation, duly executed by the parties, shall supersede all prior certificates of valuation. The fair value of each share as predetermined from time to time shall take into account the tangible and intangible assets of the Corporation, including good will and other relevant factors, and liabilities of the Corporation.

If the parties hereto fail to predetermine the fair value of each Share within sixty days after any fiscal year, the fair value of each Share for the purpose of establishing the purchase price hereunder shall be as agreed upon by the seller and purchasers of the Shares. If they are unable to agree upon the fair value fifteen days prior to the date of the purchase, then the fair value of each Share shall be determined by appraisal as follows:

(a) Not less than ten days prior to the date of the purchase, the seller of the Shares shall appoint one appraiser, and the purchaser or purchasers of the Shares shall appoint one appraiser.

(b) If either the seller or the purchaser (or purchasers) shall fail to appoint an appraiser, the appraiser appointed by the other shall determine the fair value of each Share.

(c) If the two appraisers appointed by the seller and the purchaser (or purchasers) shall fail to agree upon the fair value of the Shares five days prior to the date of the purchase, the two appraisers shall appoint a third appraiser, and the determination of the majority of the appraisers shall be binding upon all parties.

(d) All costs of any such appraisal shall be borne equally by the seller and the purchaser (or purchasers) of the Shares.

5. Subchapter S Election

Omitted.

6. Officers And Directors

The Shareholders shall vote their Shares and otherwise act so as to provide that the directors of the Corporation shall be three in number, consisting of Oleg Makler, Felix Gleizer and Gary Vaksman, and that the officers of the Corporation shall be Oleg Makler as Vice President, Gary Vaksman as Treasury and Secretary, and Felix Gleizer as President. If any director or officer of the Corporation shall cease to be a Shareholder, he shall be deemed to have thereby tendered his resignation as such director and/or officer. Any directorship or office so vacated shall be filled by a person designated by the successor in interest of the former Shareholder with unanimous approval of Board of Directors, provided such successor in interest acquired its Shares in compliance with this Agreement.

Except as otherwise provided in this Agreement, each officer and director of the Corporation shall devote such time and attention to the business of the Corporation as he deems advisable, and shall receive for his services to the Corporation such compensation as the Board of Directors of the Corporation from time to time may determine.

Each officer and director shall receive such compensation as the board of Directors from time to time may authorize and shall be reimbursed by the Corporation for reasonable expenses incurred in furthering the business of the Corporation, provided said expenses are supported by proper vouchers.

7. Corporate Bank Accounts

The Corporation shall maintain one or more bank accounts in any bank or banks as the Board of Directors may from time to time designate. Any corporate resolutions, signature cards or similar instruments requested by any bank shall provide that two Directors shall be the authorized signatories on behalf of the Corporation for the purpose of making deposits and withdrawing corporate funds. Any withdrawal, transfer or checks in the amount of \$3,000 shall require dual signatures.

8. Corporate Books And Records

The Corporation shall maintain true, complete and accurate records and books of account. All books and records of the Corporation shall at all times be made accessible and available to the parties hereto and their duly authorized representatives, for examination during reasonable hours, provided that reasonable notice of a party's intention to exercise such rights is given to the Corporation.

9. Investment By Shareholders Of The Corporation

Shall majority of the Board of Directors determines that further investment by shareholders into the Corporation is necessary, all the shareholders shall provide such investment proportionally to their equity position in the Corporation.

As of today in consideration of receiving interest in the Corporation, shareholders extended interest free loans to the Corporation as follows:

Felix Gleiser	\$100,000.00
Oleg Makler	\$100,000.00
Gary Vaksman	\$100,000.00

Notwithstanding anything to the contrary herein, Corporation shall pay off any loans that it receives from its shareholders at rate of 50 of its declared profits. The repayments shall be proportional based on the amount owed, to all shareholder creditors. Furthermore, notwithstanding anything to the contrary herein, the Corporation shall distribute retained profits every three months. The Corporation shall distribute not less than 50 of its declared profits, unless an action to withhold distribution of profits is resolved by a unanimous vote of the Board of Directors.

10. Employment Agreements

The parties agree as follows:

10.1 The Compensation for officers/shareholders of the Corporation shall be set by the unanimous vote of the Board of Directors. Such compensation may be changed by the unanimous vote of the Board of Directors of the Corporation. **It is understood by all parties that all officers shall contribute utmost effort to day-to-day operation of the Corporation.**

10.2 If a Shareholder ceases to function in the capacity of an employee of the Corporation then his/her salary or draw will be terminated until he/she regains their status as an employee. The termination of the salary or draw will, however, shall in no way affect the Corporation's distribution of profits to that Shareholder.

11. Actions Requiring Board Approval

The following actions shall be taken by the corporation only after the approval by unanimous vote of the Board of Directors of the Corporation:

- (a) an amendment of the Certificate of Incorporation or By-laws of the Corporation;
- (b) the purchase of any interest in the stock, assets or business of any corporation, partnership or other entity other than in the ordinary course of business;
- (c) the selection or discharge of the officers of the Corporation;

- (d) the merger, consolidation, dissolution, liquidation or cessation of business activities of the Corporation;
 - (e) the entering into, modification or termination of any lease, contract or agreement with a term of one year or more;
 - (f) the sale, purchase, transfer, hypothecation or lease of any asset other than in the ordinary course of business;
 - (g) the borrowing of money;
 - (h) the making by the Corporation of any loan or advance to any person, corporation, partnership or other entity;
 - (i) the guaranty of any obligation or debt of any third party;
 - (j) the making of any expenditure of \$10,000 or more;
 - (k) the making of capital expenditures which aggregate \$50,000 or more within any fiscal year;
 - (l) the declaration or payment of dividends or distribution upon the Shares, unless otherwise provided for in this Agreement;
- All other day-to-day operational matters shall be decided by the 2/3 of the votes of the officers of corporation.

12. Transactions With The Corporation

No director or officer of the Corporation shall be disqualified by such directorship or office from dealing or contracting with the Corporation as vendor, purchaser or otherwise. No contract, transaction or act of the Corporation shall be void or avoidable or affected by reason of the fact that any such director or officer, or any person, corporation, partnership or other entity in which any such director or officer has an interest or is an officer, director, stockholder or employee, whether or not such interest is adverse to the Corporation. No director or officer having such interest shall be liable to the Corporation or to any Shareholder, or creditor thereof, or to any other person or entity, for any loss incurred by it under or by reason of any such contract, transaction or act; nor shall any such director or officer be accountable for any gains or profits realized thereon. Nothing in this Article 10 shall be deemed or construed to protect any director or officer of the Corporation against any liability to the Corporation or the holders of its Shares to which he would otherwise be subject by reason of willful misfeasance, fraud, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his directorship or office.

13. Issuance Of New Shares Prohibited

It is the intention and agreement of the parties that their respective interests in the Corporation shall not be diluted by the issuance or sale of new Shares. Accordingly, the Corporation shall not issue or sell any additional stock after the date hereof, whether by way of original issue or sale of treasury shares, without the prior written consent of all of the Shareholders.

14. Legend On Certificates

The stock certificates shall contain information that transfer of said certificates shall be

subject to this agreement

15. Notices

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given when delivered by hand, or by Federal Express courier, or by registered or certified mail, return receipt requested, with postage prepaid, to the party or parties to whom such notice is intended to be given at the address of such party first above written or such other address as such party may designate by notice given hereunder.

16. Miscellaneous

This Agreement shall be governed by the laws of the State of New York. If any provision or provisions of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall remain binding and in full force and effect.

Wherever appropriate, the singular shall include the plural, and vice versa, and the male gender shall include the female and neuter. The captions in this Agreement are for convenience only, and shall not affect the construction of the provisions hereof.

This Agreement may be terminated, waived or modified only by a written agreement executed by the party against which enforcement of such termination, waiver or modification is sought. No waiver of any breach of any provision of this Agreement shall be deemed a waiver of a party's right to demand strict performance of all of the terms of this Agreement, nor shall it constitute a waiver of any subsequent breach of any provision of this Agreement.

This Agreement merges and supersedes all prior understanding and oral or written agreements of the parties hereto with respect to the subject matter hereof.

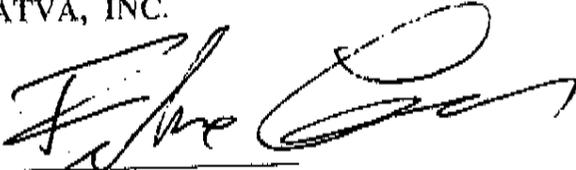
This Agreement may be executed in several counterparts, each of them shall constitute an original, but all counterparts shall constitute but one and the same agreement. The Corporation agrees that a copy of this Agreement shall be kept at the principal office of the Corporation, for inspection by the Shareholders. Any Shareholder shall have the right to inspect said copy of this Agreement and the books and records of the Corporation at reasonable times after reasonable notice.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and they respective heirs, executors, administrators, successors and permitted assigns. This Agreement shall apply to all stock and equity securities of the Corporation now or hereafter acquired by the Shareholders or any of their successors in interest.

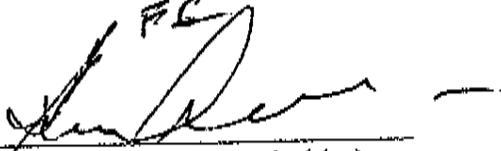
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BRATVA, INC.

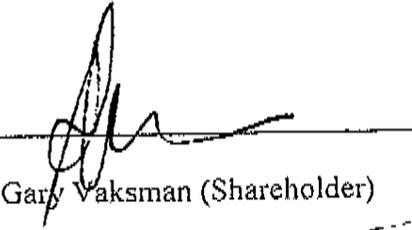
By:



Felix Gleizer (President)



Oleg Makler (Shareholder)



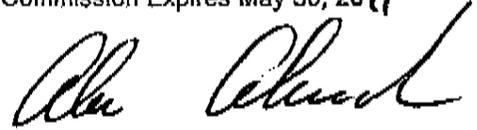
Gary Vaksman (Shareholder)



Felix Gleizer (Shareholder)



ALEX ALMONTE
Notary Public, State of New York
No. 01AL5044330
Qualified in Kings County
Commission Expires May 30, 2011



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Notary Public, State of New York
No. 01AL5044330
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No. 01AL5044330
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EXHIBIT A

LIST OF SHAREHOLDERS

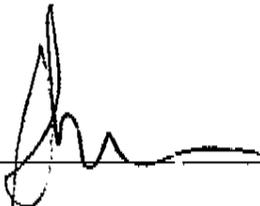
OF

BRATVA, INC.

AS OF 7/20/10

<u>NAME</u>	<u>NUMBER OF SHARES</u>	<u>% OF INTEREST IN CORPORATION</u>
Oleg Makler	66.6	33.3%
Felix Gleizer	66.6	33.3%
Gary Vaksman	66.6	33.3%

Verified and signed by Corporate Secretary



 Gary Vaksman (SECRETARY)

SEAL