

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jaakko Olkkonen		04/11/2012	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Nokia Corporation		
Street Address:	Keilalahdentie 4		
City:	Espoo		
State/Country:	FINLAND		
Postal Code:	FI-02150		
Entity Type:	CORPORATION: FINLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85496531	WELLMATE	
CORRESPONDENCE DATA			
Fax Number:	(212)310-1659		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 626 4813		
Email:	nyctrademarks@bakermckenzie.com		
Correspondent Name:	Erica S. D'Angelo		
Address Line 1:	1114 Avenue of the Americas		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	39247878-001265		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Erica S. D'Angelo

Signature:

/esd/

Date:

04/11/2012

Total Attachments: 4

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Date: 11 April 2012

DATED 11th April 2012

Jaakko Olkkonen ("Assignor")

and

Nokia Corporation ("Assignee")

DEED OF TRADE MARK ASSIGNMENT

Baker & McKenzie LLP

London
Ref: WXP/RW2

**TRADEMARK
REEL: 004755 FRAME: 0229**

DEED OF TRADE MARK ASSIGNMENT

DATE:

BETWEEN:

- (1) Jaakko Olkkonen of Birger Carlstedtin Kuja 1a, 02230 Espoo, FINLAND ("Assignor"); and
- (2) Nokia Corporation, a company incorporated under the laws of Finland, with registered number [] whose registered office is at Keilalahdentie 4 FI-02150, Espoo, FINLAND ("Assignee").

RECITALS:

- (A) The Assignor is the proprietor of Community Trade Mark Application No. 010497709 and US Trade Mark Application No. 85496531 WELLMATE in classes 9, 35, 38 and 42 (the "Trade Marks").
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee in accordance with the terms of this Deed of Trade Mark Assignment.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 In this Deed of Trade Mark Assignment (except where the context otherwise requires):
 - (a) "Effective Date" means 11.4.2012 (11th April, 2012);
 - (b) clause headings are inserted for ease of reference only and shall not affect construction;
 - (c) any reference to a recital, clause or schedule is to the relevant recital, clause or schedule to this Deed of Trade Mark Assignment and any reference to a paragraph is to the relevant paragraph in which it appears; and
 - (d) any reference to "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

2. ASSIGNMENT

- 2.1 The Assignor hereby assigns to the Assignee and with effect from the Effective Date all of her right, title and interest in and to the Trade Marks and any common law rights and all the goodwill attaching to the Trade Marks, together with the right to sue in respect of every act of infringement of the Trade Marks occurring prior to the date of this Deed of Trade Mark

Assignment, and the right for the Assignee to bring proceedings against any third party in relation to the Trade Marks.

3. FURTHER ASSURANCE

3.1 The Assignor agrees at the request and cost of the Assignee that he] will at all times after the date of this Deed of Trade Mark Assignment do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Deed of Trade Mark Assignment and to assist in relation to any proceedings which may be brought by or against the Assignee with respect to the Trade Marks.

4. ENTIRE AGREEMENT

4.1 This Deed of Trade Mark Assignment constitutes the entire agreement and supersedes any previous agreements between the parties relating to its subject matter.

4.2 Each party acknowledges and agrees that no representations were made which are not set out in this Deed of Trade Mark Assignment but that, if any were made, it has not relied on, or been induced to enter into this Deed of Trade Mark Assignment by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other party in relation to the subject matter of this Agreement or otherwise.

4.3 Nothing in this clause 4 shall operate to limit or exclude any liability of any party for, or remedy against any party in respect of, any fraudulent misrepresentation.

5. GOVERNING LAW

The construction, validity and performance of this Deed of Trade Mark Assignment and all non-contractual obligations arising from or connected with this Deed of Trade Mark Assignment shall be governed by, and interpreted in accordance with, English law and the parties hereto submit to the non-exclusive jurisdiction of the English courts for the purpose of enforcing any claim arising under or in relation to this Deed of Trade Mark Assignment.

6. GENERAL

6.1 This Deed of Trade Mark Assignment may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Deed of Trade Mark Assignment but all of which together constitute one and the same instrument. This Deed of Trade Mark Assignment shall not be effective until each party has executed at least one counterpart.

6.2 Each party shall be responsible for its own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, preparation, execution and

implementation by it of this Deed of Trade Mark Assignment and any document referred to in it.

6.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed of Trade Mark Assignment and no person who is not a party to this Deed of Trade Mark Assignment may enforce any provision of it.

EXECUTED as a DEED by the parties:

Executed as a deed by Jaakko Olkkonen:

Signature: 

Date: 11/4/2012

In the presence of:

Witness Signature: 

Witness' Name: TINA HAKKONEN

Witness' Title: IPR Administrator

Date: 11.04.2012

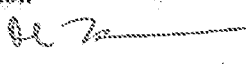
Executed as a deed for and on behalf of Nokia Corporation

Signature: 

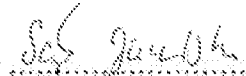
Name: Eeva Hakoranta
Director, IPR Legal

Title:

Date: 11.04.2012


Kirsi Jokinen
DIRECTOR, LEGAL & IP

In the presence of:

Witness Signature: 

Witness' Name: SEENA JUMISKO

Witness' Title: LEGAL & IP ASSISTANT

Date: 11 April 2012