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TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mars, Incorporated		11/05/2013	COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	aptus 830. GmbH		
Street Address:	Am Bollscheid 50		
City:	56424 Mogendorf		
State/Country:	GERMANY		
Entity Type:	LIMITED LIABILITY COMPANY: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4187461	SERAMIS	
Registration Number:	4316071	SERAMIS	

Registration Number:	4316072	SERAMTS
CORRESPONDENCE DATA		
Fax Number:	2028576395	
Phone:	202-857-6000	
Email:	tmaddock@arentfox.com	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Cristina A. Carvalho	
Address Line 1:	Arent Fox LLP	
Address Line 2:	1717 K Street, NW	
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DOMESTIC REPRESENTATIVE		
Name:		
Address Line 1:		
Address Line 2:		
Address Line 3:		
Address Line 4:		
NAME OF SUBMITTER:	Jason J. Mazur	
Signature:	/Jason J. Mazur/	
Date:	06/13/2014	
Total Attachments: 5		
source=Project Tweed - IP Transfer Mars Inc (executed)#page1.tif		
source=Project Tweed - IP Transfer Mars Inc (executed)#page2.tif		
source=Project Tweed - IP Transfer Mars Inc (executed)#page3.tif		
source=Project Tweed - IP Transfer Mars Inc (executed)#page4.tif		
source=USA-IP Transfer Schedule#page1.tif		
RECEIPT INFORMATION		
ETAS ID:	TM307582	
Receipt Date:	06/13/2014	
Fee Amount:	\$90	

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IP TRANSFER AGREEMENT

by and among

Mars Incorporated

(Mars)

and

aptus 830, GmbH

(NewCo)

Mars and NewCo collectively the *Parties*, and each of them a *Party*.

PREAMBLE

WHEREAS, Mars is a company organized under the laws of Delaware with business address at 6885 Elm Street, McLean, Virginia 22101, United States;

WHEREAS, NewCo is a limited liability company organized under the laws of Germany with seat in Berlin and registered in the commercial register at the Local Court (*Amtsgericht*) Charlottenburg under HRB 151315 B;

WHEREAS, *inter alia*, Mars GmbH and NewCo have entered into a contribution agreement dated 27 September 2013 (notarial deed no. A 299/2013 of notary Karin Arnold, Berlin), by means of which and subject to the terms and conditions set forth therein, *inter alia*, Mars GmbH has agreed to contribute to NewCo certain intangible fixed assets (*immaterielles Anlagevermögen*) owned by Mars GmbH and further Mars entities such as Mars, which shall be hereinafter referred to as the *Contribution Agreement*;

WHEREAS, Mars is the owner of the Trade Mark and Design rights listed in Annex 1 to this Agreement (the *IP Rights*);

WHEREAS, the IP Rights have not been transferred by virtue of the Contribution Agreement but shall be transferred with effect at the Effective Date (as defined in the Contribution Agreement);

WHEREAS, it is the purpose of this Agreement (the *IP Transfer Agreement*) to effect the transfer of the IP Rights to NewCo;

NOW, THEREFORE, the Parties hereto agree as follows:

1. ASSIGNMENT

1.1 Mars hereby assigns (*tritt ab*) to NewCo the IP Rights with immediate effect *in rem* (*mit dinglicher Wirkung*) and with economic effect as per the Effective Date (as defined in the Contribution Agreement).

1.2 NewCo hereby accepts the assignment of the IP Rights and acknowledges that Mars GmbH has fulfilled its obligations under § 4.1 of the Contribution Agreement.

2. GUARANTEES

The purpose of this IP Transfer Agreement is to effect Mars GmbH's obligation in accordance with the Contribution Agreement to transfer the IP Rights to NewCo. Except as expressly otherwise provided herein, all representations, warranties, guarantees, covenants and indemnities are exclusively set forth in the Contribution Agreement, and any further representations, warranties, guarantees, covenants and indemnities are excluded.

3. MISCELLANEOUS

Unless otherwise defined in this IP Transfer Agreement, all capitalised terms shall have the same meaning as in the Contribution Agreement.

3.1 This IP Transfer Agreement shall be governed by, and construed in accordance with, the laws of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

3.2 Any dispute, controversy or claim arising from or in connection with this IP Transfer Agreement or its validity shall be finally settled by three (3) arbitrators in accordance with the Arbitration Rules of the German Institution of Arbitration e.V. (DIS) as applicable at the time of the arbitral proceedings without recourse to the ordinary courts of law. The place of arbitration shall be Frankfurt am Main. The language of the arbitral proceedings shall be English, provided, however, that written evidence may be submitted in either the English or German language. In the event that mandatory applicable law requires any matter arising out of or in connection with this IP Transfer Agreement and its execution to be decided upon by an ordinary court of law, the competent courts in Frankfurt am Main shall have exclusive jurisdiction.

3.3 Any amendment or supplement (*Ergänzung*) or termination (*Aufhebung*) of this IP Transfer Agreement, including of this provision, shall be valid only if made in writing, except where notarization or any other stricter form (notarization) is required by law.

3.4 This IP Transfer Agreement is written in the English language. Terms to which a German translation has been added shall be interpreted throughout this IP Transfer Agreement in the meaning assigned to them by the German translation.

3.5 Should any provision of this IP Transfer Agreement be or become, in whole or in part, void (*nichtig*), ineffective (*unwirksam*) or unenforceable (*undurchsetzbar*), the validity, effectiveness and enforceability of the remaining provisions of this IP Transfer Agreement shall not be affected. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and purpose of the invalid, ineffective or unenforceable provision as regards the subject-matter, extent (*Maß*), time, place and scope (*Geltungsbereich*) of the relevant provision. The aforesaid shall apply mutatis mutandis to any gap (*Lücke*) that may be found to exist in this IP Transfer Agreement.

NewCo

Quincy, 5/17/13
Place, Date

M. Holt
Name: Michael Holt
By virtue of power-of-attorney dated 24 September 2013
excluding any personal liability

Mars

Melrose, VA 3/10/13
Place, Date

Melrose, VA 3/10/13
Place, Date

[Signature]
Name: KHALED Rabbani

[Signature]
Name: Jorge Fernandez

Asst. Secretary
Position:

Assistant Secretary
Position:

Mars Plantcare Global Active Trademark Report- 2013

Report	Trademark	Country	Application No.	Reg. No.	Renewal Date	Classes and Goods	Owner
	SERAMIS	United States of America	85186566	4187461	7 Aug 2022	1 Fertilizers for domestic use	MARS, INCORPORATED
	SERAMIS	United States of America	85642726	4316071	9 Apr 2023	1 Plant food; potting soil; horticultural potting mixtures; plant nutrition preparations	MARS, INCORPORATED
	SERAMIS	United States of America	85642745	4316072	9 Apr 2023	9 Plant watering level indicators	MARS, INCORPORATED