

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LABORATOIRES POLIVE		07/01/2018	Société Par Actions Simplifiée (Sas): FRANCE
RECEIVING PARTY DATA			
Name:	HEALTH AND HAPPINESS (H&H) HONG KONG LIMITED		
Street Address:	18 WESTLANDS ROAD QUARRY BAY		
Internal Address:	STE 4007-09 40/F ONE ISLAND E. TAIKOO PL		
City:	HONG KONG		
State/Country:	HONG KONG		
Postal Code:	null		
Entity Type:	Limited Corporation: HONG KONG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87539087	DODIE	
Serial Number:	87537069	DODIE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	info@saintbuild.com		
Correspondent Name:	Saintbuild		
Address Line 1:	No. 57 Honglian South Road		
Address Line 2:	RM501 Culture Building		
Address Line 4:	Beijing, CHINA 100055		
NAME OF SUBMITTER:	LUO FEI		
SIGNATURE:	/LUO FEI/		
DATE SIGNED:	08/05/2018		
Total Attachments: 4			
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商标转让合同
Deed of Assignment

转让人 (甲方): 波利乌实验所公司
Assignor (Party A): LABORATOIRES POLIVE

地址 (中文): 法国巴黎市勒瓦卢瓦-佩雷镇瑞威路 16/18 号, 邮编 92300
Address: 16/18 RUE RIVAY, F-92300 LEVALLOIS PERRET FRANCE

受让人 (乙方): 受让人名称 (中文): 健合香港有限公司
Assignee (Party B): HEALTH AND HAPPINESS (H&H) HONG KONG LIMITED
地址 (中文): 香港鲗鱼涌太古坊华兰路 18 号港岛东中心 40 楼 4007-09 室
Address: SUITES 4007-09 40/F
ONE ISLAND EAST TAIKOO PLACE
18 WESTLANDS ROAD QUARRY BAY
HK

甲、乙双方经协商一致, 对商标的转让事宜达成如下协议:
With mutual discussion, for the following trademark, Party A and Party B have reached the following agreements:

以下是在模板协议中经常看到的对知识产权的定义。
Here is a definition of IP that we commonly see in our template agreements.

“知识产权”是指所有拥有或使用的知识产权和所有权 (无论是注册或未注册); 包括但不限于;

“Intellectual Property” means all intellectual property and proprietary rights (whether registered or unregistered) owned or used, including but not limited to:

- a) 附表[X]中列出的每一个商标, 和
a) each of the Trademarks listed in Schedule [X]; and
- b) 任何机密资料中的知识产权和所有权;
b) intellectual property and proprietary rights in any confidential information;
- c) 任何工序、配方、技术、系统、报告、图纸、说明书、软件、设计图、专利、专利申请、证据、发明、改良、商业秘密、技术资料、研究数据、专有技术、商标、注册和未注册的企业名称、注册和未注册的商标和服务标识、注册和未注册的设计、设计权、版权和类似的工业或知识产权; 和
c) any processes, formulae, technology, systems, reports, drawings, specifications, software, blue-prints, patents, patent applications, discoveries, inventions, improvements, trade secrets, technical data, research data, know-how, logos, registered and unregistered business names, registered and unregistered trademarks and service

marks, registered and unregistered designs, design rights, copyright and similar industrial or intellectual property rights; and

d) 所有其他相似或相等的权利存在于其他任何部分，在不同情况下无论是注册的或未注册的，包括所有的申请，以及续展或延期等全部的权利均属于它的范畴。

d) all other similar or equivalent rights subsisting in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term

一、甲方同意将附表[X]中所列的商标转让给乙方。

Article 1 Party A agrees to assign the trademarks listed in Schedule [X] to Party B.

二、甲方保证第一条所列商标申请权利无任何瑕疵。

Article 2 Party A shall guarantee the trademark mentioned in Article 1 is free from all defects of right.

三、甲方保证在上述国际分类及指定的商品上，未就与第一条所述商标相同或近似的任何商标，再具有其他获得注册、或提出注册申请的情况。如有，则甲方须无偿转让给乙方。

Article 3 Party A shall guarantee there are no other identical or similar trademarks applied or registered on similar goods in same classes and same/similar goods. If any, Party A shall assign the trademarks to Party B free of charge.

四、本合同自双方签字之日起生效。甲乙双方同意并确认，自2018年7月1日起，乙方有权行使甲方所有的商标权利包括但不限于商标的所有权、使用权、处分权、后期的维权打假权利、授权许可其他第三人使用并收取授权许可费等权利。乙方自2018年7月1日起可将商标许可给其他第三人使用，并收取商标许可使用费。

Article 4 This Contract shall be effective from the date of signature by both parties. Both Parties agree and confirm that Party B is entitled all trademark rights from the date of July 1, 2018, including but not limited to the trademark ownership, right of use, right of disposal, right to defend the rights of the latter, authorize the other third party to use and charge the licensing fee. Party B is entitled to license the trademark to the other third party from the date of July 1, 2018, and charge the royalty of the trademark.

五、自本商标2018年7月1日起，甲方停止使用该商标。

Article 5 Party A shall stop using the trademarks from the date of July 1, 2018.

六、本协议中所述的全部商标转让费用总金额为0美元。

Article 6 For all the above-mentioned trademarks, the charge of assignment is: USD 0.

七、甲、乙双方保证遵守本合同的全部条款，如有违约，须承担违约责任。违约

方在承担违约责任后，本合同仍须继续履行。

Article 7 The both parties shall abide by all terms and conditions of this contract. The party in breach shall bear the liability for breach of contract. The contract shall continue to be performed after undertaking the liability by the default party.

八、本合同自双方代表人签字之日起生效。

Article 8 This contract shall take effect on the date it signed by the representatives of two parties.

九、本合同执行过程中如有争议，各方应友好协商解决；如协商解决不成，任何一方均可提文乙方所在地有管辖权的法院处理。

Article 9 Any disputes during the implementation of this contract shall be settled through friendly consultation by both parties. In case no settlement to disputes can be reached through friendly consultation by both parties, any party can sue to court with jurisdiction in the residence of Party B.

十、本协议一式四份，甲乙双方各一份，二份用于办理上述商标转让，均具有同等法律效力。

Article 10 This contract is in quadruplicate, one for each party concerned and the others to be used in above-mentioned trademark assignment. The four copies have the equal legal effect.

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转让人(甲方):

Assignor (Party A):

波利乌实验所公司

LABORATOIRES POLIVE

受让人(乙方)

Assignee (Party B):

健合香港有限公司

HEALTH AND HAPPINESS (H&H)

HONG KONG LIMITED



地址(中文):

Address:

法国巴黎市勒瓦卢瓦-佩雷镇瑞威路 16/18 号,

邮编 92300

16/18 RUE RIVAY, F-92300 LEVALLOIS

PERRET FRANCE

地址(中文):

Address:

香港鲤鱼涌太古坊华兰路 18 号港岛东

中心 40 楼 4007-09 室

SUITES 4007-09 40/F

ONE ISLAND EAST TAIKOO PLACE

18 WESTLANDS ROAD QUARRY BAY

HK

代表人签字(Signature):

签署日期: 2018 年 07 月 01 日

Date: July 1, 2018

代表人签字(Signature):

签署日期: 2018 年 07 月 01 日

Date: July 1, 2018

附表[X]
Schedule [X]

国家 Country	类别 (转让指定类别的所有商品或服务) Class(aassigned all designated goods or services)	商标号 Trademark No.
美国 USA	3, 5, 10	87539087
美国 USA	5	87537069