

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493086

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900461105		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Biostime International Investment Limited		07/01/2018	Limited Corporation: VIRGIN ISLANDS, BRITISH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HEALTH AND HAPPINESS (H&H) HONG KONG LIMITED		
<b>Street Address:</b>	18 WESTLANDS ROAD QUARRY BAY		
<b>Internal Address:</b>	STE 4007-09 40/F ONE ISLAND E. TAIKOO PL		
<b>City:</b>	HONG KONG		
<b>State/Country:</b>	HONG KONG		
<b>Postal Code:</b>	null		
<b>Entity Type:</b>	Limited Corporation: HONG KONG		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3903583	BIOSTIME	
<b>Registration Number:</b>	3953808	BIOSTIME	
<b>Registration Number:</b>	3928105	BIOSTIME	
<b>Registration Number:</b>	3953811	BIOSTIME	
<b>Registration Number:</b>	3928106	BMCARE	
<b>Registration Number:</b>	4014707	BMCARE	
<b>Registration Number:</b>	4043890	BMCARE	
<b>Registration Number:</b>	4043891	BMCARE	
<b>Serial Number:</b>	86104028	ADIMIL	
<b>Registration Number:</b>	3953809	BIOSTIME	
<b>Registration Number:</b>	4014706	BMCARE	
<b>Registration Number:</b>	4014705	BMCARE	
<b>Registration Number:</b>	4018016	BMCARE	
<b>Registration Number:</b>	4043889	BMCARE	
<b>Registration Number:</b>	3953810	BIOSTIME	
<b>Registration Number:</b>	3903584	BIOSTIME	
<b>Registration Number:</b>	3964877	BIOSTIME	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3925056	BIOSTIME
Registration Number:	3925055	BIOSTIME
Registration Number:	4014708	BMCARE
Serial Number:	87238337	BIOSTIME
Serial Number:	88022417	BIOSTIME SN-2 BIO PLUS

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**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

<b>NAME OF SUBMITTER:</b>	LUO FEI
<b>SIGNATURE:</b>	/LUO FEI/
<b>DATE SIGNED:</b>	10/08/2018

**Total Attachments: 9**

source=biostime international assignment agreement#page1.tif

source=biostime international assignment agreement#page2.tif

source=biostime international assignment agreement#page3.tif

source=biostime international assignment agreement#page4.tif

source=biostime international assignment agreement#page5.tif

source=translation of Biostime international investment limited assignment#page1.tif

source=translation of Biostime international investment limited assignment#page2.tif

source=translation of Biostime international investment limited assignment#page3.tif

source=translation of Biostime international investment limited assignment#page4.tif

商标转让合同  
Deed of Assignment

转让人 (甲方): 台生元国际投资有限公司  
Assignor (Party A): Biostime International Investment Limited



地址 (中文): 英属维尔京群岛托托岛罗德城离岸金融中心 957 邮箱  
Address: P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola,  
BRITISH VIRGIN ISLANDS

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。

**Articles 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高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，任何一方均可提交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.

(以下无正文)

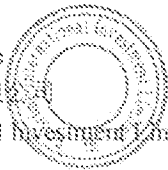
(The remainder of this page is intentionally left blank.)

转让人(甲方):

Assignor (Party A):

合生元国际投资有限公司

Biosime International Investment Limited



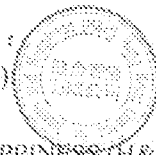
受让人(乙方):

Assignee (Party B):

健合香港有限公司

HEALTH AND HAPPINESS (H&H)

HONG KONG LIMITED



地址(中文):

Address:

英属维尔京群岛托托岛罗德城离岸公司中心

957 邮箱

P.O. Box 957, Offshore Incorporations Centre, Road

Town, Tortola, BRITISH VIRGIN ISLANDS

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): *Y. N*

代表人签字(Signature): *[Handwritten Signature]*

签署日期: 2018 年 07 月 01 日

签署日期: 2018 年 07 月 01 日

Date: July 1, 2018

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(assigned all designated goods or services)	商标号 Trademark No.
美国 USA	10	3903583
美国 USA	29	3953808
美国 USA	35	3928105
美国 USA	42	3953811
美国 USA	35	3928106
美国 USA	30	4014707
美国 USA	5	4043890
美国 USA	10	4043891
美国 USA	5, 29, 30, 35	86104028
美国 USA	30	3953809
美国 USA	29	4014706
美国 USA	21	4014705
美国 USA	16	4018016
美国 USA	3	4043889
美国 USA	41	3953810
美国 USA	21	3903584

美国 USA	16	3964877
美国 USA	5	3925056
美国 USA	3	3925055
美国 USA	41	4014708
美国 USA	3, 5, 29, 30	87238337
美国 USA	5, 29	88022417

(Translation)  
Deed of Assignment

Assignor (Party A): Biostime International Investment Limited

Address: P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola,  
BRITISH VIRGIN ISLANDS

Assignee (Party B): HEALTH AND HAPPINESS (H&H) HONG KONG LIMITED

Address: SUITES 4007-09 40/F

ONE ISLAND EAST TAIKOO PLACE  
18 WESTLANDS ROAD QUARRY BAY  
HK.

With mutual discussion, for the following trademark, Party A and Party B have reached the following agreements:

Here is a definition of IP that we commonly see in our template agreements:

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

- a) each of the Trademarks listed in Schedule [X]; and
- b) intellectual property and proprietary rights in any confidential information;
- 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) 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

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



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

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.

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.

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

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

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.

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

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.

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.

(The remainder of this page is intentionally left blank.)

Assignor (Party A):  
Biosime International Investment Limited

Address:

Assignee(PartyB):  
HEALTH AND HAPPINESS (H&H)  
HONG KONG LIMITED

Address:

P.O. Box 957, Offshore Incorporations Centre, Road  
Town, Tortola, BRITISH VIRGIN ISLANDS

SUITES 4007-09 40/F  
ONE ISLAND EAST TAIKOO PLACE  
18 WESTLANDS ROAD QUARRY BAY  
HK

Signature:

Signature:

Date: July 1, 2018

Date: July 1, 2018

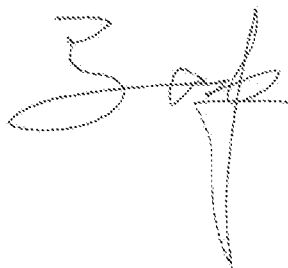
Schedule [X]

Country	Class(assigned all designated goods or services)	Trademark No.
USA	10	3903583
USA	29	3953808
USA	35	3928105
USA	42	3953811
USA	35	3928106
USA	30	4014707
USA	5	4043890
USA	10	4043891
USA	5, 29, 30, 35	86104028
USA	30	3953809
USA	29	4014706

USA	21	4014705
USA	16	4018016
USA	3	4043889
USA	41	3953810
USA	21	3903584
USA	16	3964877
USA	5	3925056
USA	3	3925055
USA	41	4014708
USA	3, 5, 29, 30	87238337
USA	5, 29	88022417

Translated by: Kun MA

Signature:

A handwritten signature in black ink, appearing to be 'Kun MA', written over a horizontal line.