

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWISSE WELLNESS PTY LTD		09/01/2018	Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	HEALTH AND HAPPINESS (H&H) HONG KONG LIMITED		
Street Address:	SUITES 4007-09 40/F		
Internal Address:	ONE ISLAND EAST TAIKOO PLACE 18 WESTLANDS ROAD QUARRY BAY		
City:	HONG KONG		
State/Country:	HONG KONG		
Entity Type:	Limited Company: HONG KONG		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4558217	CLED! ("CELEBRATE LIFE EVERY DAY!")	
Registration Number:	4464039	ULTIVITE	
Registration Number:	4464040	ULTIBOOST	
Registration Number:	4645553	SWISSE	
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:	Rm501 Culture Bldg.		
Address Line 2:	No.57 Honglian South Rd. Xicheng Dist.		
Address Line 4:	Beijing, CHINA		
NAME OF SUBMITTER:	Miuccia		
SIGNATURE:	/Miuccia/		
DATE SIGNED:	04/28/2019		
Total Attachments: 8			
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商标转让合同
Deed of Assignment

转让人 (甲方): 斯卫仕健康公司
Assignor (Party A): SWISSE WELLNESS PTY LTD

地址 (中文): 澳大利亚 3066 维多利亚科灵伍德市吉普斯街 36-38 号
Address: 36-38 GIPPS STREET COLLINGWOOD VICTORIA 3066 AUSTRALIA

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。双方同意，从2018年9月1日起，甲方将所有的商标权利一并转让给乙方，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9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. Party A shall transfer all trademark rights to Party B from 1 September 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 can license the trademark to the other third party from 1 September 2018, and charge the royalty of the trademark.

五、自2018年9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 when this Contract takes effect.

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: USD0.

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)

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转让人 (甲方):

Assignor (Party A):

斯卫仕健康公司 *Miucan*
SWISSE WELLNESS PTY LTD

地址(中文):

Address:

澳大利亚 3066 维多利亚科灵伍德市吉
普斯街 36-38 号
36-38 GIPPS STREET
COLLINGWOOD VICTORIA 3066
AUSTRALIA

受让人 (乙方):

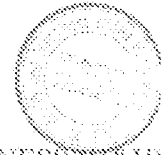
Assignee (PartyB):

健合香港有限公司
HEALTH AND HAPPINESS (H&H)
HONG KONG LIMITED

地址 (中文):

Address:

香港鰂鱼涌太古坊华兰路 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



[Handwritten signature]

代表人簽字(Signature):

代表人簽字(Signature)

簽署日期: 2018年09月01日
Date: September 1, 2018

簽署日期: 2018年09月01日
Date: September 1, 2018

附表[X]

Schedule [X]

国家/地区 Country/region	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 United States	3,5	4558217
美国 United States	5	4464039
美国 United States	5	4464040
美国 United States	5	4645553

Deed of Assignment

Assignor (Party A): SWISSE WELLNESS PTY LTD

Address: 36-38 GIPPS STREET COLLINGWOOD VICTORIA 3066 AUSTRALIA

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 with goodwill.

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. Party A shall transfer all trademark rights to Party B from 1 September 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 can license the trademark to the other third party from 1 September 2018, and charge the royalty of the trademark.

Article 5 Party A shall stop using the trademarks from the date when this Contract takes effect.

Article 6 For all the above-mentioned trademarks, the charge of assignment is: USD0.

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):

Assignee (Party B):

SWISSE WELLNESS PTY LTD

HEALTH AND HAPPINESS (H&H)
HONG KONG LIMITED

Address:

36-38 GIPPS STREET
COLLINGWOOD VICTORIA 3066
AUSTRALIA

Address:

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

(Signature):

Date: September 1, 2018

(Signature)

Date: September 1, 2018

Schedule [X]

Country/region	Class (assigned all designated goods or services)	Trademark No.
United States	3,5	4558217
United States	5	4464039
United States	5	4464040
United States	5	

Translated by Beijing Saintbuild IP Agency Co., Ltd.

