

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5027375

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
XIAOCONG JIN	02/05/2018
RECEIVING PARTY DATA	
Name:	LAI-BAO UND SKY GMBH
Street Address:	WANDSBEKER MARKTSTRASSE 30
City:	HAMBURG
State/Country:	GERMANY
Postal Code:	22041
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29648133
CORRESPONDENCE DATA	
Fax Number:	(412)562-1041
<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>	
Phone:	412-562-1893
Email:	susan.hilburg@bipc.com
Correspondent Name:	BRYAN H. OPALKO
Address Line 1:	301 GRANT STREET, 20TH FLOOR
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219
ATTORNEY DOCKET NUMBER:	0088813-000004
NAME OF SUBMITTER:	BRYAN H. OPALKO
SIGNATURE:	/Bryan H. Opalko/
DATE SIGNED:	06/27/2018
Total Attachments: 3	
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source=0088813-000004Assignment#page3.tif	

<p style="text-align: center;">License Agreement</p> <p style="text-align: center;">between</p> <p style="text-align: center;">Xiaorong Jin [No. 9, No. 5, Qie Yuan District, Tuang three village, Tong Qiu Town, Wuyi County, Zhejiang, People's Republic of China</p> <p style="text-align: center;">- hereinafter referred to as the „Assignor“ -</p> <p style="text-align: center;">and</p> <p style="text-align: center;">Lai-Bao und Sky GmbH Wandsbeker Markstrasse 30, 22041 Hamburg, Germany</p> <p style="text-align: center;">- hereinafter referred to as the „Assignee“ -</p> <p style="text-align: center;">- Assignor and Assignee hereinafter together referred to as the „Parties“ or each referred to as a „Party“ -</p>	<p style="text-align: center;">余晓聪 先生</p> <p>(地址:浙江省武义县柳琴镇桐三村琴雅小区 5 幢 5 号)</p> <p style="text-align: center;">- 以下简称: „转让人“ -</p> <p style="text-align: center;">与</p> <p style="text-align: center;">Lai-Bao und Sky 有限责任公司</p> <p>(地址:德国汉堡市 Wandsbeker Markstrasse 30 号, 邮编: 22041)</p> <p style="text-align: center;">- 以下简称: „受让人“ -</p> <p style="text-align: center;">- 以下将转让人和受让人统一简称为“协议双方” 或分别简称为“协议一方”-</p> <p style="text-align: center;">之间所达成的</p> <p style="text-align: center;">授权许可协议</p>
<p>Preamble</p> <p>Whereas, Assignor has designed an electric moped (Leiya Parent-Child-Stroller). The design already has been protected in the People's Republic of China by a design patent (CN 4258071) as displayed in Exhibit 1 (the “Design”). Assignor is willing to grant use and application rights to the Design for the territory of the European Union (EU) and the United States (US) to Assignee.</p> <p>Whereas, Assignee is willing to use the design and apply for design protection in the EU and the US.</p>	<p>前言</p> <p>转让人设计了一款小型电动车(雷亚亲子车)。该 设计(具体外观展示详见附件 1), 以下简称:“设计” 已在中国取得外观设计专利证书(证书编号: CN 4258071), 受法律保护。转让人现同意将该 外观设计在欧盟和美国的使用和保护申请权授予 受让人。</p> <p>受让人现亦同意使用该外观设计并申请在欧盟和 美国的外观专利保护。</p>
<p>NOW THEREFORE, in view of the foregoing, the Parties hereby agree as follows:</p>	<p>有鉴于此, 协议双方现达成如下约定:</p>
<p>§ 1 Granting of rights</p> <p>(1) Assignor under any legal theory hereby grants to Assignee all rights in and to the Design in the territory of the EU and the US. In particular, the Assignee shall be entitled to use and commercialize the</p>	<p>§ 1 权利授予</p> <p>(1) 转让人基于普通法理现将该外观设计在欧 洲和美国所具有的所有或与之相关的一切权利 授予受让人。具体而言, 受让人有权使 用和商业化运营该外观设计, 申请获得可</p>

<p>Design, file for protection of the Design by registration of industrial property rights and edit the Design in its own discretion.</p> <p>(2) Assignor reserves all the rights with respect to the Design in China.</p>	<p>该设计的工业产权保护以及根据需要对该设计进行修改。</p> <p>(2) 转让人保留该设计在中国的一切权利。</p>
<p>§ 2 Waiver of right to be named (designated) as designer</p> <p>Assignor waives its right to be named (designated) as designer in any application for the registration of industrial property rights in the EU and US.</p>	<p>§ 2 放弃被注明(被确认)为设计人的权利</p> <p>转让人在此声明放弃在任何于欧盟和美国进行的工业产权保护申请程序中要求被注明(被确认)为设计人的权利。</p>
<p>§ 3 Consideration</p> <p>(1) The rights according to this Agreement shall be granted free of charge.</p> <p>(2) The Assignee shall bear the costs and fees for any registration of industrial property rights regarding the Design in the EU and US.</p>	<p>§ 3 许可授权对价</p> <p>(1) 本协议下之权利授予为免费授予。</p> <p>(2) 因在欧盟和美国就本外观设计申请进行工业产权保护而产生的一切费用和开支应由受让人承担。</p>
<p>§ 4 Miscellaneous</p> <p>(1) German law shall be exclusively applicable, excluding the rules on conflict of laws and the UN Law on the International Sale of Goods (CISG).</p> <p>(2) The exclusive venue for any conflict arising from or in connection with this agreement shall be Hamburg (Germany).</p> <p>(3) There are no side agreements. Any changes and additions to this agreement require the written form. This also applies to the revocation of the requirement for the written form.</p> <p>(4) Should one or more provisions of this contract be or become invalid or void, or should they prove to contain omissions, this shall not affect the validity of the contract as a whole. The parties shall endeavor, in due form, to replace the invalid or void provision with a new provision or to fill the gap</p>	<p>§ 4 其他条款</p> <p>(1) 本协议排他适用德意志联邦共和国法律, 排除适用冲突法规则及《联合国国际货物销售合同公约》。</p> <p>(2) (德意志联邦共和国) 汉堡市对因或与本协议相关的一切法律争议享有排他管辖权。</p> <p>(3) 除本协议外, 双方之间未达成任何其他约定。对本协议所做的任何修改或补充均应以书面形式进行。放弃书面形式要求的决定亦应以书面形式做出。</p> <p>(4) 如本协议的一个或多个条款变得无效、无法执行或不完整, 协议中其余条款的效力并不因此而受影响。双方一如有可能在以恰当方式, 通过引入最符合双方初始经济目的的新条款以替代原有无效或无执行力的旧条款或是弥补原有条款</p>

with a provision which best enables the economic purpose pursued to be achieved. If a provision is lawful or valid due to a measure of performance or time (period or deadline), such measure shall be replaced by a legally permitted measure of time or performance.

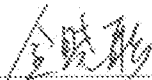
(5). The English version of this Agreement is binding. The Chinese version is a convenient translation for information purposes only.

则。若某一条款变得无效或由另一履行期间或履行范围所取代，则应代以一个法律许可的新期间或履行规定。该规定将被视作获得双方认可，并不可能该规定被替代条款中关于履行期间或履行范围的约定。

(5) 本协议的英文版本为作准文本，中文翻译仅作参考之用

Assignor
转让人

WUYI, 2018/2/5 武汉 2018/2/5
(Place, Date) (地点, 日期)



Assignee
受让人

Tianjin, 2018/2/5 天津 2018/2/5
(Place, Date) (地点, 日期)



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