

DEED OF ASSIGNMENT OF TRADEMARK

This Deed of Assignment ("Agreement") is made at and effective this Day of,

BETWEEN: Mr. (the "Assignor") S/o. Mr., an Indian Resident residing at: India.

OR

..... (the "Assignor"), a Private Limited Company incorporated in India under the Companies Act, 1956, having its registered office at:, India.

➤ **the Party to the First part**

AND:.....(the "Assignee"), a Private Limited Company incorporated in India under the Companies Act, 1956, having its registered office at:, India.

➤ **the Party to the Second part**
(Collectively referred to as "Parties")

The term Party to the First Part and Second Part or Parties wherever occurs shall include its heirs, successors, assignors, legal representatives, executors or administrators wherever the context so admits.

WHEREAS the Assignor is the owner of the below mentioned mark(s) and has filed the applications for Trademark Registration as shown in below mentioned chart-

S. No.	Brand Name	Application Number	Class Number	Current Status
1.				
2.				

in respect to services such as Electric, Data Processing Equipment. B) Computer Programs Including Downloadable Software. C) Publications (Electronic), Downloadable under their respective trademarks which is more particularly described in the Annexure "A" (TM Website current status screenshots or trademark certificate) hereunder written;

WHEREAS, it has been agreed between the Parties that the Assignor shall assign unto the Assignee trademarks, where the Assignor is the lawful proprietor; the details of the same are attached herewith as Annexure "A";

WHEREAS the ASSIGNOR is the lawful owner having all the rights, titles and interests in and to the said Trademarks. Moreover, the ASSIGNOR has full right, absolute power and lawful authority to sell, assign and convey the same in the manner herein set forth;

WHEREAS the ASSIGNOR has agreed to assign the full rights, titles and interests to the ASSIGNEE in respect of the said Trademarks; AND

WHEREAS the ASSIGNOR hereby assigns full rights, titles and interests in favor of the ASSIGNEE in respect of the said Trademarks and the ASSIGNEE is hereby accepting the said rights, title and interest in respect of the said Trademarks.

NOW, therefore this deed witnesses the following terms and conditions:

- 1) **Consideration:** For a consideration of the sum of Rs. 1,00,000/- (Rupees only) the receipt, adequacy and sufficiency whereof the

Assignor hereby acknowledge, the ASSIGNOR, as Owner of the said Trademarks, HEREBY Conveys, Transfers, Assigns and Delivers unto the Assignee all rights, title and interest in and to the said trademarks together with the goodwill of the business in their trademarks, product permission and all intellectual property rights including copyrights in the artistic works of all the labels of the ASSIGNOR'S proprietorship in the goods in respect of which the said trademarks are registered TO HOLD unto the ASSIGNEE absolutely.

- 2) **Intellectual Property Rights:** For purposes of this agreement, "Intellectual Property Rights" means any and all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (ii) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.

- 3) **Rights of the Assignee:** the ASSIGNEE shall be entitled to file any application/s or take any other actions or to make any amendment or connection as necessary in respect of the said Trademarks and copyright application before competent authorities including right to sue and the ASSIGNOR shall have no objection against the same. Moreover, the ASSIGNOR from the date abovementioned hereby shall not claim any right or interest in the said Trademarks. Furthermore, the ASSIGNEE will be entitled to use/ enjoy the said Trademarks in respect of the ASSIGNEE'S business without any objection and interruption by the ASSIGNOR or any person laying claim under the ASSIGNOR.

- 4) **Duties of the Assignor:** Whereas, the ASSIGNOR do hereby covenant and agree to do all lawful acts and things and make, execute and deliver, any and/or all other instruments in writing, and any/or all papers and necessary documents, take all other actions that may be necessary for securing, completing, or vesting in the ASSIGNEE full rights, title and interest in respect of the said Trademarks. Moreover, the ASSIGNOR hereby agrees to sign on any document/s and/ or papers in respect of the said Trademarks that may be required by the ASSIGNEE.

- 5) **Enforceability:** The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of the Party to the First Part against the Party to the Second Part whether predicted on this Agreement or otherwise.

- 6) **Resolution of Dispute:** Whereas, any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation, effect, existence, validity or termination of this Agreement or the validity or the breach thereof, the same shall be referred to the Arbitration. The Arbitration proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 for the time being in force or any other statutory modification or re-enactment thereof. The venue for such Arbitration shall be at

- 7) **Severability:** This Agreement is severable, which means any term in this Agreement that has been defined as unlawful or unenforceable shall not affect the validity and enforceability of any other terms in this Agreement.

- 8) **Entire Agreement:** This Agreement contains the entire Agreement of the Parties to the subject matter hereof and supersede all previous understandings or arrangements between the Parties.

9) **Modification:** This Agreement may be modified only by an instrument in writing signed by both the Parties hereto.

10) **Governing Law & Jurisdiction:** This agreement shall be governed and construed in accordance with the laws of India, and any disputes therein shall be subject to the Jurisdiction of courts of **Pune**.

11) **Notice:** Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered post to **Party to the First Part at his/her residence address** **OR** as the same appears on the books and records of the Parties or to **Party to the Second Part at its registered office**.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month and year first above mentioned.

For & On behalf of M/s. [REDACTED]
Party to the First Part

[REDACTED]
.....
Director/ Partner/Proprietor/Authorised Signatory
Round Stamp of the Firm/Company be affixed

For & On behalf of M/s. [REDACTED]
Party to the Second Part

[REDACTED]
.....
Director/ Partner/Proprietor/Authorised Signatory

Round Stamp of the Firm/Company be affixed

Witness:-

1)

S/o Mr.

Age:

Add:

Occ:

2).....

S/o Mr.

Age:

Add:

Occ: