

Deed of Assignment

This ASSIGNMENT made on _____

BETWEEN: _____

(hereinafter called "the Assignor") of the one part

AND _____

(hereinafter called "the Assignee") of the other part.

WHEREAS the Assignor is the Proprietor of the trademark(s) as per Exhibit A attached hereto and incorporated by reference herein.

AND WHEREAS the Assignor has agreed with the Assignee to assign, sell and transfer the said trademark(s) to the assignees.

NOW, THEREFORE, in pursuance of this agreement and in consideration of the payment of _____ and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the trademarks, together with (1) the goodwill of the business relating to the Products/Services in respect upon which the trademarks are used and for which they are registered, (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the trademarks, including but without limitation, damages and payments for past or future infringements and misappropriations of the trademarks and (3) all rights to sue for past, present and future infringements or misappropriations of the trademarks.

The assignor confirms that no dispute in respect of the trademark/s is pending in any court of law.

The assignor and assignee confirm that there is remittance of funds outside India in connection with this assignment.

THE ASSIGNOR further covenants that on the request of the Assignee, it will execute, all documents, papers, forms and authorizations that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the trademarks.

THUS the said registered trademarks have become as from the date of this Deed the absolute property of the Assignees on a worldwide basis. The Assignees would take the necessary action to effect the registration of this Deed at the Registrar's Office concerned and for payment of taxes, if any, on the financial transaction.

GOVERNING law, in case of any dispute in respect of this agreement, would be of _____ (Country).

IN WITNESS WHEREOF the common seals of the parties hereto are hereunto affixed the day and year first above written.

ASSIGNOR

ASSIGNEE

