

## Assignment of Trade Mark

THIS ASSIGNMENT is made at .....this.....day of .....  
BETWEEN

Mr. A residing at..... (Hereinafter called "the ASSIGNORS") of the  
one part and

M/s. AB & Co.Ltd., a Company registered under the Companies Act, 1956,  
and having its registered office at ..... (Hereinafter called the  
"ASSIGNEES" of the other part)

WHEREAS the ASSIGNORS are the proprietors of the trademark registered in  
India under No.\_\_\_\_\_ particulars of which are as follows  
(hereinafter referred to as the "said trade mark"): Trade Mark Number Class  
Goods

WHEREAS the ASSIGNEES are desirous of acquiring the right, title and  
interest in and to the said trade mark with the good-will of the business  
concerned in the goods relating to the said trade mark.

AND WHEREAS the ASSIGNORS have agreed to assign the said trade mark  
to the ASSIGNEES as so desired by the ASSIGNEES. The assignee is carrying  
on the same business and manufacturing and selling similar goods and  
requested the Assignor to assign the said trademark with the goodwill of his  
business and which the Assignor has agreed to do on the following terms  
and in the following manner.

NOW THIS DEED WITNESSETH that pursuant to the said Agreement and in  
consideration of the sum of Rs....paid by the Assignee to the Assignor on the  
execution of these presents (receipt whereof the Assignor hereby admit) the  
Assignor as beneficial owner, assigns and transfers unto the Assignee, -  
Firstly, all the said business of the Assignor of selling the said goods and  
carried on in the name of M/s .....together with the goodwill belonging  
to thereto together with the exclusive right to the said name or style in  
which the said business is carried on and Secondly, with the said Trade Mark  
described hereunder written with all the rights and benefits belonging  
thereto including the benefit of registration thereof under the Trade and  
Merchandise Marks Act of 1958

TO HOLD the same and all the said premises hereby assigned unto the  
Assignee absolutely.

AND the Assignor hereby covenants with the Assignee that –

1. He has full right and absolute authority to assign the said trade mark with all rights appurtenant thereto
2. That he has not assigned or agreed to assign the same or to grant any license thereon and
3. That the Assignee will be entitled to use the said Trade Mark and the goodwill of the business of the Assignor and to use the said Trade Mark in respect of the said goods manufactured or to be manufactured or sold by the Assignee without any objection or interruption by the Assignor or any person claiming under him, and
4. That the Assignor will at the request and cost of the assignee, at any time execute any document as may be required for better and more perfectly assuring the said trademark unto the Assignee and particularly for registration of this agreement with the Registrar of Trade marks as required by the said Act, 1958.

And the Assignor further covenant with the Assignee that the Assignor will not carry on any business of manufacturing and selling the said goods and competing with the business of the Assignee for a period of 1 year and within the area of five kilometers in radius from the place where he has been carrying on the said business.

IN WITNESS WHEREOF the ASSIGNORS and the ASSIGNEES have executed these presents the day and year first above written.

.....

ASSIGNOR

Witness

- 1.
- 2.

ASSIGNEE

Witness

- 1.
- 2.