**Assignment of Trademark**

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 it 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.