**DEED OF ASSIGNMENT OF A TRADE**

**MARK (WITH GOODWILL)**

THIS DEED OF ASSIGNMENT made on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Partnership firm having its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "the Assignor" (which expression shall unless contrary to the context or meaning thereof include the partners for the time being or any change thereof, their successors, executors, administrators, legal representatives and assigns) of the one part.   
  
AND   
  
Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "the Assignee" (which expression shall unless contrary to the context or meaning thereof including his successors, executors, administrators, legal representatives and assigns) of the other part.   
  
WHEREAS   
  
1. The Assignor being proprietor of certain Registered Trade Mark, the details whereof are given in schedule annexed hereto (hereinafter referred to as "the trade marks").   
  
2. The Assignee has asked the Assignor and the Assignor has consented to transfer the said trade marks to the Assignee with goodwill of the business in the goods under which the said trade marks have been registered on the terms /conditions hereinafter appearing.   
  
NOW THIS DEED WITNESSETH AS FOLLOWS:   
  
That per the said agreement and in consideration of the sum of Rs.\_\_\_\_\_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) paid by the transferee to the assignor (which receipt is acknowledged by assignor) the assignor being proprietor of the said trade marks hereby transfers to the assignee the same trade marks more specifically stated in the schedule annexed hereto with the goodwill of the trade in the goods under which the said trade marks have been registered and TO HOLD the same unto the transferee.   
  
IN WITNESS WHERE OF, the parties hereunto have signed this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.   
(The Schedule here in above referred to)   
  
The Assignor   
  
The Assignee   
  
Witness:   
  
1.   
  
2.