



महाराष्ट्र MAHARASHTRA

2025

EC 161864



प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. ८००००९५  
21 AUG 2025  
सक्षम अधिकारी

श्री. विनायक जाधव

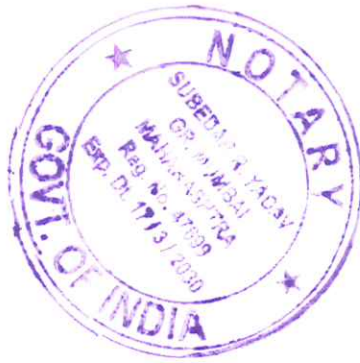
THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE DEED OF ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS DATED SEPTEMBER 13, 2025 BETWEEN KUSUMGAR HOLDINGS LLP AND KUSUMGAR LIMITED





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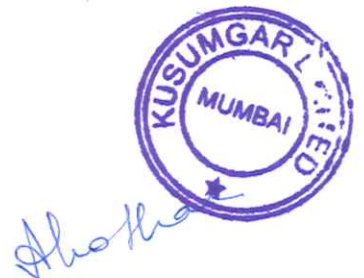
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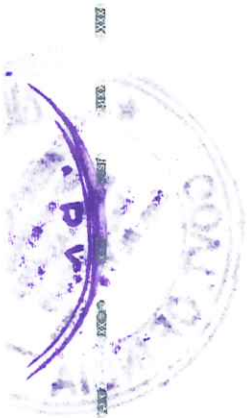




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प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. ८००००९५  
26 AUG 2025  
सक्षम अधिकारी

श्री. विनायक जाधव

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE DEED OF ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS DATED SEPTEMBER 13, 2025 BETWEEN KUSUMGAR HOLDINGS LLP AND KUSUMGAR LIMITED



## DEED OF ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

This Deed of Assignment of Trade Marks and Copyrights (“**Agreement**”) is entered on this 13<sup>th</sup> day of September 2025 (“**Effective Date**”), by and between

**Kusumgar Holdings LLP**, a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 101, Manjushree, V. M. Road, Corner of N. S. Road No. 5, JVPD Scheme, Vile Parle (West), Mumbai - 400 056 (hereinafter referred as the “**Assignor**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its partners, their heirs, legal representatives, executors and administrators) of the One Part;

AND

**Kusumgar Limited**, a company existing under the Companies Act 2013, having its registered office at 101, Manjushree, V. M. Road, Corner of N. S. Road No. 5, JVPD Scheme, Vile Parle (West), Mumbai - 400 056 (hereinafter referred to as the “**Assignee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its directors, their successors in interest and assigns in business) of the Other Part;

The Assignor and the Assignee are collectively referred to as the “**Parties**” and individually as “**Party**”.

### WHEREAS

1. The Assignor is the owner and proprietor of the trade mark ‘KUSUMGAR’/ marks consisting/comprising of ‘KUSUMGAR’ as their leading and essential feature (hereinafter collectively referred to as “**Said Trade Marks**”) including the owner of copyrights in the artistic work subsisting in the Said Trade Marks (hereinafter referred to as “**Said Artistic Works**”); the details whereof are more particularly set out and listed at the Schedule 1A, 1B and 2 annexed hereto;
2. The Assignor has agreed to sell, transfer and assign all its rights, title, interest and benefit in and unto the Said Trade Marks and the Said Artistic Works together with all the ancillary rights relating thereto, to and unto the Assignee; and
3. The Parties have agreed to execute this Agreement in relation to the Said Trade Marks and the Said Artistic Works for the proper vesting of the title to the Said Trade Marks and the Said Artistic Works together with the goodwill of the business relating to the goods/services in respect of which the Said Trade Marks and the Said Artistic Works are registered and have been or are used, to and unto the Assignee absolutely.

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

### 1) ASSIGNMENT:

In pursuance of the consideration received hereunder and the sufficiency whereof, for the purpose of this Agreement is hereby acknowledged by the Assignor, the Assignor hereby assigns unto the Assignee, the Said Trade Marks and the Said Artistic Works, from the date hereof, unto and to the Assignee the following rights absolutely:



- (a) All the rights, title, interest, benefit and property, in and unto the Said Artistic Works and Said Trade Marks together with the goodwill attached thereto and all the common law rights subsisting in the same in perpetuity and world over;
- (b) All rights of action (whether actual or contingent) in respect of any past, present infringement of the Said Trade Marks and/or Said Artistic Works;
- (c) The exclusive right to apply and claim priority for prosecuting and obtaining protection in respect of the Said Trade Marks and/or Said Artistic Works, in the entire world.

**2) THE ASSIGNOR REPRESENTS AND CONFIRMS THAT:**

- (a) It is the proprietor and the owner of the Said Trade Marks and Said Artistic Works and has not granted any license to use the Said Trade Marks and Said Artistic Works in favour of any other person/entity;
- (b) The Said Trade Marks mentioned in Schedule 1A are registered, valid and subsisting and that there is no objection or outstanding legal proceedings in respect of the Said Trade Marks;
- (c) It has all requisite power and authority to enter into this Agreement and assign the Said Artistic Works and Said Trade Marks together with the goodwill attached thereto, with all other rights appurtenant thereto and to consummate the transactions contemplated hereby; and
- (d) There are no charges, mortgages, hypothecations, pledges, claims, liens, or other encumbrances in relation to Said Trade Marks and Said Artistic Works other than future renewal fees.

**3) THE ASSIGNOR COVENANTS AND UNDERTAKES THAT:**

- (a) It shall not and will not hereafter use, apply and obtain registration or acquire from any third party any mark or artistic work identical to or similar to the Said Trade Marks and Said Artistic Works, or oppose any application by the Assignee for registration thereof;
- (b) It shall execute and perform all such further and other acts, deeds, matters, things, documents and/or writings as may be necessary for better and perfectly assuring the full rights, title, benefit and interest and property in and to the Said Trade Marks and Said Artistic Works unto the Assignee and absolutely vesting the full rights, title, benefit and interest and property in and to the Said Trade Marks and Said Artistic Works in favour of the Assignee. This shall include but not be limited to the execution of such further document(s) as the Assignee may reasonably require to enable the Assignee to register with the Registrar of Trademarks as the registered/subsequent proprietor of the Said Trade Marks;
- (c) It shall hold harmless and indemnify the Assignee from, against and in respect of any costs, expenses, losses, claims, damages or liabilities (including attorney's fees) caused by (i) the Assignor's breach of this Agreement or the representations or warranties hereunder (ii) any legal action brought by third party in relation to the Said Trade Marks and Said Artistic Works in respect of a claim which relates to the period prior to the date



hereof or in respect a claim which relates to the applications pending for registration and (iii) any demand for any levy, or taxes, or any other charge whatsoever raised on the Assignee or any person claiming under the Assignee in relation to this Agreement or any other agreement/ deed/ transaction in respect of the period prior to the date hereof, except to the extent that any such losses are due to the negligence or willful misconduct by the Assignee and failure by the Assignee to comply with its obligations under this Agreement.

**4) THE ASSIGNEE AGREES, CONFIRMS AND UNDERTAKES THAT:**

- (a) It has all requisite corporate power and authority to enter into this Agreement; and
- (b) The Assignee will bear and incur all future costs, relating to protection, enforcement and renewal of the Said Trade Marks and Said Artistic Works and the applicable stamp duty payable towards this Agreement.

**5) COPYRIGHTS:**

- (a) That the assignment of all the copyrights in the Said Artistic Works to the Assignee is absolute and valid for the entire tenure of copyright as per the provisions of the Copyright Act, 1957 as amended from time to time;
- (b) That the assignment is valid for India and also for the rest of the world; and
- (c) That the assignment in relation to the copyrights in the Said Artistic Works, shall not lapse or the rights transferred therein shall not revert to the Assignor, even if the Assignee does not exercise its rights under the assignment.

**6) CONSIDERATION:**

The Parties agree that the consideration amount for the present Agreement will be INR 51,000/- (Rupees Fifty-one thousand only), which has been paid by the Assignee to the Assignor, the receipt, adequacy and sufficiency whereof the Assignor hereby acknowledges.

**7) 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 correction as necessary in respect of the Said Trade Marks and Said Artistic Works before competent authorities including right to sue and the Assignor shall have no objection against the same.

**8) DUTIES OF THE ASSIGNOR:**

The Assignor covenants and undertakes to do, execute and perform at the cost and expenses of the Assignee all such acts, deeds, matters, things and documents or writings as may be necessary, appropriate or desirable for vesting the full rights, title, interest and property in and to each of the Said Trade Marks and Said Artistic Works in favour of the Assignee.

**9) ENTIRE AGREEMENT:**

This Agreement contains the entire agreement of the Parties to the subject matter hereof and supersedes all previous understandings or arrangements between the Parties.



**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 Mumbai.

**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 addresses or to the addresses as the same appears on the books and records of the Parties.

**12) EXECUTION:**

This Agreement may be executed in two counterparts and such counterparts taken together shall be deemed to constitute one and the same instrument save that only one set shall be stamped in original which shall be retained by the Assignee.

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

*(Circular stamp: SUBEDAR R. YADAV)*

Signed and delivered for and on behalf of within named Assignor, Kusumgar Holdings LLP, through its designated partner, **Mr. Siddharth Kusumgar**

Signed and delivered for and on behalf of within named Assignee, Kusumgar Limited, through its authorized signatory, **Mr. Ankur Kothari, Executive Director and CEO**

*(Signature)*  


*(Signature)*  


xx  
In the presence of

xx  
In the presence of

1) Mr. Devanand Majidra  
*(Signature)*

1) Mr. Kartik Bavishi  
*(Signature)*

2) Ms. Apurva Bandivadekar  
*(Signature)*



2) Mr. Rajiv Chauhan  
*(Signature)*



**BEFORE ME**  
*(Signature)*  
13/9/25  
**SUBEDAR R. YADAV**  
ADVOCATE & NOTARY  
GOVT. OF INDIA  
Reg. No. 47699  
Room No.7, Mahavir Yadav Ki Chawl, Jan Seva Committee  
Azad Road, Andheri East, Mumbai -400 069

Reg. No. 4 Page No. 78  
Book Sr. No. 1781  
Date: 13/9/25

SCHEDULE 1A

| Sr. No | Registration No | Date of filing  | Mark   | Classes                |
|--------|-----------------|-----------------|--|------------------------|
| 1.     | 4898536         | 10 March 2021   |    | 18, 22, 24, 25, 42     |
| 2.     | 4898537         | 10 March 2021   |   | 35                     |
| 3.     | 5284370         | 14 January 2022 |  | 18, 22, 24, 25, 35, 42 |




Schedule 1B

KUSUMGAR (word perse) in relation to all goods and services



SCHEDULE 2

| Sr. No | Artistic Works   |
|--------|--|
| 1.     |   |
| 2.     |  |
| 3.     | Any other variants of the artistic works of the Said Trade Marks                   |



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