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Sold To/Issued To:
Anurag kumar
For Whom/ID Proof:
Gundam P-I

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PURCHASER
EXECUTCLMT
SIG OF S.R.
D.R. OFFICE
HYDERABAD
TELANGANA
भारत INDIA
INDIA NON JUDICIAL
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SUB REGISTRAR
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Ex. Officio
R.O. HYDERABAD

DEED OF TRADEMARK ASSIGNMENT

This **DEED OF TRADEMARK ASSIGNMENT** (the "Assignment Deed") is executed on 06th day of June 2022 ("Execution Date"), at Hyderabad:

BY AND BETWEEN:

GV DISCOVERY CENTERS PRIVATE LIMITED, a private limited company incorporated and registered under the applicable laws of India, bearing Corporate Identification No. U73100TG2018PTC127421 and having its registered office at: 5-4-187/3&4, Soham Mansion, 2nd Floor, M.G.Road, Secunderabad, Hyderabad – 500003, Telangana, India (hereinafter referred to as the "Assignor" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART.

IN FAVOR OF

JVRX ASSET MANAGEMENT PRIVATE LIMITED, a private limited company incorporated and registered under the applicable laws of India, bearing Corporate Identification No. U70109TG2020PTC145003 and having its registered office at Sy.No.403/1(Old), 120(New), 4th Floor, Niharika Jubilee One, Road No.1, Jubilee Hills. Hyderabad – 500033, Telangana, India (hereinafter referred to as the "Assignee" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART.

(The Assignor and the Assignee shall be individually referred to as the "Party" and collectively as the Parties").

WHEREAS:

- The Assignor is the owner and registered proprietor of trademark, details of which are set out in **Annexure A** to this Assignment Deed ("Trademark"), all goodwill and ancillary rights associated with the Trademark.
- The Assignor has agreed to irrevocably sell, transfer, and assign all its rights, title, interest, and benefits in relation to the Trademark, together with goodwill and all ancillary rights relating thereto, free from all encumbrances of any nature whatsoever, to and unto the Assignee, in perpetuity and throughout the world, for good and valuable consideration.
- The Assignee is engaged in the business of providing operations and management services in respect of all buildings and commercial complexes of all nature including asset management services of all nature and related advisory services.








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D. The Parties hereby wish to record in writing their understanding.

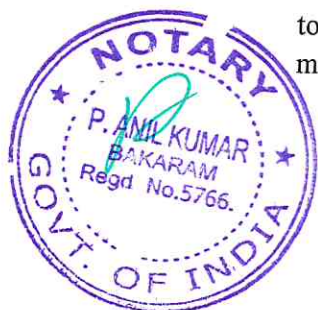
NOW, THEREFORE, in consideration of, and subject to, the mutual covenants, promises, agreements and provisions set forth hereinafter, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT

- 1.1 For a consideration of INR 10,000/-, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor does hereby irrevocably sell, assign, convey and transfer unto the Assignee, its entire right, title, benefit and interest in and to the Trademark, together with all the goodwill, ancillary rights and all concerned derivatives thereto, if any, connected with and symbolized by the Trademark, the same to be solely and absolutely held and enjoyed by the Assignee, in perpetuity, royalty-free and on a worldwide basis.
- 1.2 Pursuant to the assignment of the Trademark, the Assignee shall become the absolute owner of the Trademark, free and clear of all and any encumbrances, lien, or charges on or associated with the Trademark. The Assignee shall have the sole and absolute right to modify or otherwise use the Trademark in any manner, earn royalty on the usage, file for registrations etc., that the Assignee deems appropriate, at its sole discretion, in perpetuity, royalty-free and on a worldwide basis, without requiring any consent from the Assignor. The Assignee shall be free to further assign the Trademark to any person, as deemed fit.
- 1.3 By way of this Assignment Deed: (i) the right to enforce the Trademark; (ii) the right to sue for damages; and (iii) the right to other remedies in respect of infringement and/or passing off by any third party in respect of the Trademark, including the right to sue for past infringement, dilution and/or passing off, as well as to file new trade mark application(s) before the appropriate Trade Marks Registry with respect to the Trademark, and the right to maintain, as applicable, the Trademark, shall vest with the Assignee.
- 1.4 The rights granted to the Assignee hereunder shall not revert to the Assignor, under any circumstances.

2. COVENANTS OF THE ASSIGNOR

- 2.1 The Assignor shall not, at any time hereinafter, use or exploit the Trademark in any manner whatsoever or represent itself to be the registered proprietor or owner of the Trademark.
- 2.2 The Assignor undertakes that, on or after the Effective Date, the Assignor shall not, either directly or indirectly, create or assist in the creation of any other intellectual property, which is either identical, or deceptively or confusingly similar to the Trademark, such that it may lead to trademark infringement, dilution, passing-off, disparagement of the Trademark in any manner.

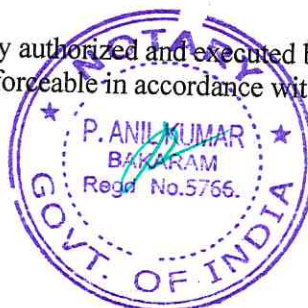


- 2.3 The Assignor undertakes that, on or after the Effective Date, the Assignor shall not, either directly or indirectly, register or make applications with any authority in respect of the Trademark or any other mark which is deceptively or confusingly similar to the Trademark.
- 2.4 The Assignor undertakes not to challenge or dispute the validity of the Trademark or the title of the Assignee in and to the Trademark.
- 2.5 Assignor hereby undertakes to do all such acts and execute any such documents as may be required or considered necessary, to give effect to the transfer and assignment of the Trademark to the Assignee, and provide such assistance, as the Assignee may require in order to perfect its title in and to the Trademark, including making the necessary applications before the relevant authority, as may be applicable, to record this Assignment Deed.

3. REPRESENTATION AND WARRANTIES

The Assignor hereby represents and warrants that:

- 3.1 the Assignor is the absolute and sole legal and beneficial owner of the Trademark, and has good, exclusive, valid, unencumbered, and marketable right, title, and interest in and to the Trademark.
- 3.2 it has not previously assigned, transferred, licensed, or otherwise encumbered the rights in and to the Trademark conveyed herein, to any other person or entity, other than to the Assignee.
- 3.3 the Trademark and the rights therein do not infringe, misappropriate, or otherwise violate, directly or indirectly, any intellectual property right, right of publicity, right of privacy, or any other right of any person or entity.
- 3.4 there is no infringement or, to the best of the knowledge of the Assignor, likely infringement of the Trademark.
- 3.5 to the best of its knowledge, no claim or litigation is pending or threatened, and no lien, charge, restriction, or encumbrance is in existence with respect to the Trademark, that would adversely affect or impair any of the rights assigned to the Assignee under this Assignment Deed.
- 3.6 the Assignee shall be at liberty to use the Trademark in any form whatsoever, on a worldwide basis and in perpetuity without any hindrances from the Assignor.
- 3.7 Each Party represents and warrants that:
- a. it has full legal capacity and individual power and authority to enter, deliver and perform his/her obligations under this Assignment Deed and no approvals/governmental authorizations are required for the same under applicable law or under any agreement to which it is a party.
- b. this Assignment Deed has been duly authorized and executed by it and constitutes its valid and legally binding obligations, enforceable in accordance with its terms.



- c. the execution, delivery and performance of his/her obligations under this Assignment Deed, does not and will not: (i) conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default or require any consent under, any agreement or other instrument or arrangement to which it is a party or by which it or its assets are bound; or (ii) contravene or result in a violation of any authorization, judgment, decree, order, statute, law, rule or regulation applicable to him.

4. INDEMNIFICATION

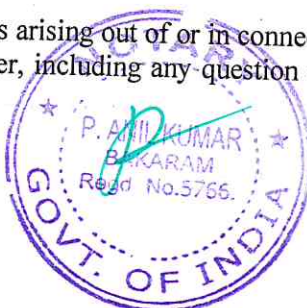
- 4.1 From the Execution Date and for a period up to 3 years therefrom the Assignor shall defend, indemnify and hold harmless the Assignee, its affiliates, and its respective directors, officers, shareholders, employees, contractors, representatives, and agents from and against any liabilities, losses, investigations or inquiries, claims, suits, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or otherwise relating to the subject matter of this Assignment Deed, Assignor's performance or failure to perform as required by this Assignment Deed, Assignor's acts or omissions, or failure of the Assignor to comply with any of its covenants, representations or warranties contained in this Assignment Deed, any use or misuse of the Trademark which result in any claim, loss or damages to the Assignee, including but not limited to loss of reputation.
- 4.2 From the Execution Date and for a period up to 3 years therefrom, the Assignee shall defend, indemnify and hold harmless the Assignor, its affiliates, and its respective directors, officers, shareholders, employees, contractors, representatives, and agents from and against any liabilities, losses, investigations or inquiries, claims, suits, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or otherwise relating to the subject matter of this Assignment Deed, Assignee's performance or failure to perform as required by this Assignment Deed, Assignee's acts or omissions, or failure of the Assignee to comply with any of its covenants, representations or warranties contained in this Assignment Deed, any use or misuse of the Trademark which result in any claim, loss or damages to the Assignor, including but not limited to loss of reputation.

5. GOVERNING LAW AND JURISDICTION

- 5.1 This Assignment Deed and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of India. Subject to Clause 6 (*Dispute Resolution*) below, any proceedings seeking interim remedies prior to, or pending arbitration proceedings shall be brought exclusively before either the courts in Hyderabad or the arbitral tribunal constituted pursuant to Clause 6 (*Dispute Resolution*).
- 5.2 If any disputes arising out of this Assignment Deed are not arbitrable, the same shall be brought exclusively before the courts in Hyderabad.
- 5.3 The provisions of this Clause 5 (*Governing Law and Jurisdiction*) shall survive termination of this Assignment Deed.

6. DISPUTE RESOLUTION

- 6.1 All disputes, differences or claims arising out of or in connection with this Assignment Deed during its subsistence or thereafter, including any question regarding its existence, validity,



construction, performance, termination, or alleged breach shall be referred to binding arbitration by a tribunal comprising 1 (one) arbitrator, in accordance with the rules of the arbitration panel as provided below (as amended from time to time).

- 6.2 All proceedings of the arbitration shall be in the English language. The seat and venue of arbitration shall be Hyderabad.
- 6.3 Arbitration awards rendered shall be final and binding.
- 6.4 Nothing shall preclude a Party from seeking interim equitable or injunctive relief, or both, before the Courts at Hyderabad. Pursuing equitable or injunctive reliefs shall not be a waiver of the right of the Parties to pursue any other remedy or relief through the arbitration described in this Clause 6 (*Dispute Resolution*).
- 6.5 The provisions of this Clause 6 shall survive termination of this Assignment Deed.

7. MISCELLANEOUS PROVISIONS

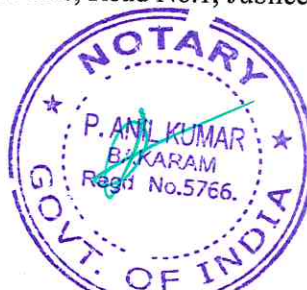
- 7.1 Amendments: Any term of this Assignment Deed may be amended only with the written consent of all the Parties.
- 7.2 Waiver: No delay, failure or omission on the part of the Parties to exercise any of their powers, rights or remedies under this Assignment Deed or under applicable law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other remedy. No single or partial exercise of any such powers, rights or remedies shall prevent or restrict the further exercise of that or any other remedy.
- 7.3 Severability: If one or more terms are held to be illegal, invalid or unenforceable for any reason by final adjudication of any tribunal or court of competent jurisdiction, but would have been held valid, legal and enforceable if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with altered in scope, the said terms shall apply with such modifications as may be necessary to make them valid, legal and enforceable.
- 7.4 Notices: Any notice or other communication that may be given by one Party (as applicable) to any other Party or Parties shall always be in writing and shall be served at the respective addresses set out herein below, either by: (a) courier, registered post or hand delivery, in each case, with acknowledgment of delivery; or (b) electronic mail. If such notice or other communication is given by courier, registered post or hand delivery, it shall simultaneously be accompanied by a similar notice given by electronic mail:

To the Assignor:

Attention: Authorised Representative

Name: Soham Satish Modi

Address: 3rd Floor, Niharika Jubilee One, Road No.1, Jubilee Hills, Hyderabad, Telangana
-500033



Email: sohammodi@modiproperties.com

To the Assignee:

Attention: Authorized Representative

Name: Milind Ravi

Address: 3rd Floor, Niharika Jubilee One, Road No.1, Jubilee Hills, Hyderabad, Telangana -500033

Email: milind@rxpropellant.in

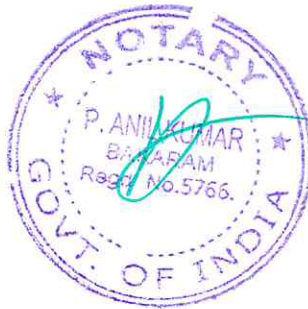
All such notices or other communications shall be deemed to have been validly given on: (a) the date of receipt, if given by email provided that the sender has not received a notification within 8 (eight) hours after the e-mail was sent that the e-mail was not received by the recipient; or (b) the date of receipt, if given by courier, registered post or hand delivery; provided that such notice was simultaneously given through electronic mail as aforesaid. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Assignment Deed by written notice to the other Parties.

- 7.5 Equitable Remedies: Each of the Parties agree that damages may not be an adequate remedy for any breach of this Assignment Deed and notwithstanding anything contained in this Assignment Deed, an aggrieved Party shall be entitled to an injunction, restraining order, right of recovery, suit for specific performance or such other equitable relief from any court of competent jurisdiction as may be necessary or appropriate to restrain the defaulting Party from committing any breach or to enforce the performance of the covenants, representations and obligations contained in this Assignment Deed.
- 7.6 Further Assurances: Subject to the terms of this Assignment Deed, the Parties shall execute and do all such deeds, documents, acts and things as may, from time to time, be required in order to give full effect to this Assignment Deed and the arrangements contemplated hereby.
- 7.7 Entire Agreement: This Assignment Deed constitutes the entire understanding relating to the subject matter hereof amongst the Parties and supersedes all prior offers, agreements, statements or representations, written or oral among them.
- 7.8 Counterparts: This Assignment Deed may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 7.9 No Partnership: Nothing in this Assignment Deed shall be deemed to constitute a partnership or joint venture between the Parties nor, to constitute any Party as the agent of any of the other Parties for any purpose.



IN WITNESS WHEREOF the Parties hereto have executed this Assignment Deed on the day and the year herein above written.

Duly authorised to sign for and on behalf of M/s GV DISCOVERY CENTERS PRIVATE LIMITED (ASSIGNOR) Signature :  Name : Soham Satish Modi Designation : Authorised Representative 	Duly authorised to sign for and on behalf of M/s JVRX ASSET MANAGEMENT PRIVATE LIMITED (ASSIGNEE) Signature :  Name : Milind Ravi Designation : Authorised Representative. 
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Annexure A

Details of the Trademark

S. No.	Registration Number	Category	Class	Mark	Proprietor Name	Validity
1.	4024074	Word mark	36	COLABS	GV Discovery Centers Private Limited	December 12, 2028



sm



ATTESTED
P. ANIL KUMAR
B.Sc., B.L.,
ADVOCATE & NOTARY
Regd. No: 5766
Appointed by Govt. of India
-191, BAKARAM, MUSHEERABAD,
HYDERABAD, TELANGANA.

15 JUN 2022

