

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LT OVERSEAS NORTH AMERICA INC		03/24/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	ALLAHABAD BANK		
Street Address:	1908-09, TOWER 1, LIPPO CENTRE		
City:	89 QUEENSWAY, ADMIRALTY		
State/Country:	HONG KONG		
Postal Code:	852		
Entity Type:	CORPORATION: INDIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1764711	AFTAB	
Registration Number:	2117733	KUSHA	
Registration Number:	1493357	PARI BRAND	
Registration Number:	1982351	ROYAL	
Registration Number:	1718491	SHAHRZAD	
Registration Number:	2342491	TOP TEA	
Registration Number:	2610690	GRAPEOLA	
Registration Number:	2119452	KUSHA BASMATI RICE	
Registration Number:	1793788	NASIM BASMATI RICE N	
Registration Number:	2057001	PARI BASMATI RICE	
Registration Number:	1694676	PARI	
Registration Number:	1683914	ROYAL RICE	
Registration Number:	2066393	ROYAL	
Registration Number:	3990952	ROYAL	

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (562)683-2610

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: brinda.gandhi@chugh.com

Correspondent Name: Brinda Gandhi

Address Line 1: 15925 Carmenita Road

Address Line 4: Cerritos, CALIFORNIA 90703

DOMESTIC REPRESENTATIVE

Name: Brinda Gandhi

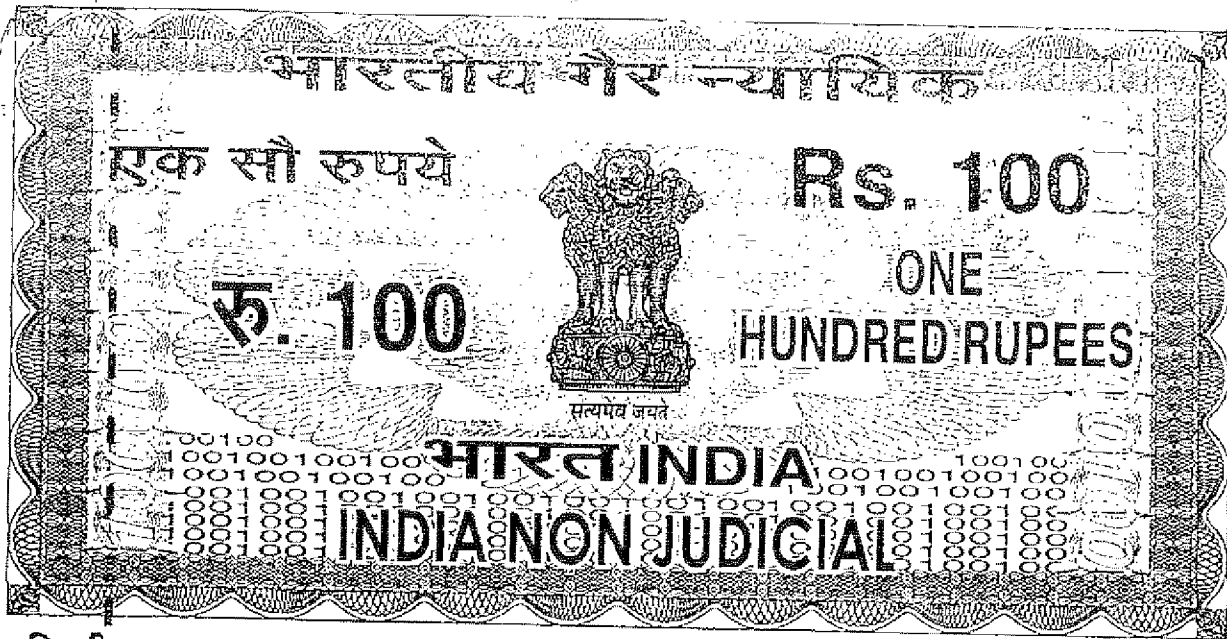
Address Line 1: 15925 Carmenita Road

Address Line 4: Cerritos, CALIFORNIA 90703

NAME OF SUBMITTER:	Brinda Gandhi
Signature:	/brg/
Date:	03/29/2012

Total Attachments: 22

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FORMING AN INTEGRAL PART OF
TRADEMARK ASSIGNMENT AGREEMENT
EXECUTED BETWEEN LT OVERSEAS NORTH
AMERICA INC.
AND ALLAHABAD BANK

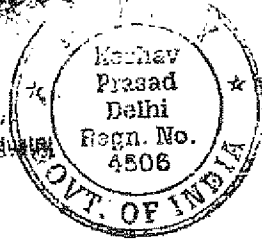


For LT OVERSEAS NORTH AMERICA INC.

[Signature]
Director

009068

ATTESTED
[Signature]
Gopal Singh
Secy. Assistant
Min. of Commerce and Industry
New Delhi (INDIA)



ATTESTED
[Signature]
NOTARY PUBLIC
New Delhi (INDIA)

24 MAR 2012

TRADEMARK ASSIGNMENT AGREEMENT

any
Director

This Trademark Assignment (the "Agreement") is made and effective this 24th day of March 2012, **BETWEEN:** L T Overseas North America Inc., U.S.A (the "Assignor"), a corporation organized and existing under the laws of California with its head office located at: 1211 Mc Gaw Avenue, Irvine, CA 92614 **AND:** Allahabad Bank (the "Assignee"), a banking corporation constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 of the Government of India with its Head Office at No. 2, Netaji Subhas Road, Kolkata - 700 001 and acting hereunder through its HONG KONG BRANCH with its place of business at 1908-09, Tower 1, Lippo Centre, 89 Queensway, Admiralty, Hong Kong.

WHEREAS, Assignor, is the owner of certain trademarks identified (the "Trademarks") in **Schedule 1** attached to this Agreement; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks.

NOW, THEREFORE, the parties agree as follows:

1. ASSIGNMENT

Assignor, as beneficial owner and with full legal title, hereby irrevocably assigns to Assignee absolutely all rights, title, and interest, both present and future, (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks all of which the Assignor hereby warrants that it has not assigned, mortgaged, charged or otherwise encumbered or disposed of to any other person.

Upon the repayment of the loan by Assignor to Assignee, (which loan provides the consideration for this Agreement (see Section 2 below) and is being provided to Assignor by Assignee contemporaneously with the execution of this Agreement and the granting of the assignment provided herein), Assignee hereby agrees to promptly revoke this Assignment and/or re-assign all of the rights granted hereunder back to Assignor.

2. CONSIDERATION

In consideration for the assignment set forth in Section 1, Assignee is providing Assignor a loan in the amount of ~~US\$ 10,000,000~~ (United States Dollars Ten Million) as per clause 18 of the loan sanction letter dated January 16, 2012 attached hereto as **Schedule 2**.

27 MAR 2012
OFFICE OF COMMERCE
NEW DELHI

1
OFFICE OF COMMERCE
NEW DELHI

Encl. No. 4506
Delhi
GOVT. OF INDIA

ATTESTED

any

24 MAR 2012

FOR L T OVERSEAS NORTH AMERICA INC.

any

3. GRANT OF EXCLUSIVE LICENSE

By a separate license agreement in the form of attached Schedule 3 to be executed contemporaneously by the parties hereto, Assignee shall grant a worldwide, exclusive, royalty-free license to Kusha, Inc., a wholly owned subsidiary of Assignor, in and to the Trademarks for all purposes including the making, using, selling, offering for sale, and importing of products using the Trademarks and all associated trade dress.

4. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants to Assignee:

- a. Assignor has the right, power and authority to enter into this Agreement;
- b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- c. The Trademarks are free of any liens, security interests, encumbrances or licenses;
- d. The Trademarks do not infringe the rights of any person or entity;
- e. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- f. This Agreement is valid, binding and enforceable in accordance with its terms; and
- g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

5. AUTHORIZATION

Assignor and/or its wholly owned subsidiary Kusha, Inc, are hereby authorized by Assignee to execute all documents and do all other things necessary to perfect, establish, protect, prosecute, defend, and enforce Assignee's rights to the Trademarks as provided in this Agreement, including but not limited to the filing of all necessary and appropriate documents with the United States Patent and Trademark Office.

6. ATTORNEY'S FEES

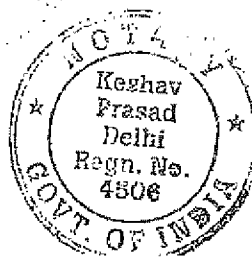
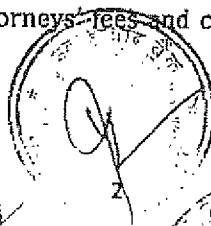
Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the non-prevailing party.



ATTESTED

NOTARY PUBLIC
DELHI (INDIA)

27 MAR 2012



For LI OVERSEAS NORTH AMERICA INC.


Director

7. ENTIRE AGREEMENT

This Agreement, (including the three (3) Schedules attached hereto) contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

8. AMENDMENT

This Agreement may be amended only by a writing signed by both parties.

9. SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

10. AGREEMENT TO PERFORM NECESSARY ACTS

The parties hereto agree to perform any further acts and execute and deliver any additional documents that may be reasonably necessary to carry out the provisions of this Agreement and the intent of the parties as expressed herein.

11. GOVERNING LAW

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the state of California and the resolution of any dispute shall occur exclusively in any state or federal court located in the County of Orange, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR

For L.T. Overseas

of North America Inc.

Vijay Kumar Arora
On behalf of L.T. Overseas North America Inc,
USA

ASSIGNEE

For ALLAHABAD BANK

(RAJENDRA KOTHARI)
Deputy General Manager
International Branch, 3rd Floor
17, Parliament Street, New Delhi-110011

On behalf of Allahabad Bank, Hong
Kong
Rajendera Kothari
Dy. General Manager



ATTESTED

NOTARY PUBLIC
DELHI (INDIA)

24 MAR 2012

ATTESTED

Gopal Singh
Exec. Assistant
PHD Chamber of Commerce and Industry
New Delhi (INDIA)

009968



भारत सरकार GOVERNMENT OF INDIA
 अपोस्टिल / APOSTILLE
 (Convention de La Haye du 5 octobre 1961)
 INDIA

This public document of the type
 COMMERCIAL DOCUMENT

is issued in ALLAHABAD BANK

has been signed by GOPAL SINGH

with the seal / stamp of EXCO. ASSTT. PHD CHAMBER OF
 COMMERCE & INDUSTRY, NEW DELHI, DELHI

Certified by
 Section Officer(OI) MINISTRY OF EXTERNAL AFFAIRS
 on 28-Mar-2012 at NEW DELHI, INDIA

DLND0004374012



Sasi Leachious KJ
 ससी लीचियस के.पि.
 SASI LEACHIOUS KJ
 अनुपम अधिकारी (ओ.आई.)
 Section Officer (O.I.)
 विदेश मंत्रालय, नई दिल्ली
 Ministry of External Affairs
 New Delhi

982000

SCHEDULE 1

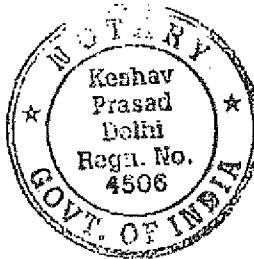
Sr. No.	Trademarks	Registration No.
1.	AFTAB	1764711
2.	KUSHA	2117733
3.	PARI BRAND	1493357
4.	ROYAL	1982351
5.	SHAHRAZAD	1718491
6.	TOP TEA	2342491
7.	GRAPEOLA	2610690
8.	KUSHA BASMATI RICE	2119452
9.	NASIM BASMATI RICE	1793788
10.	PARI BASMATI RICE	2057001
11.	PARI	1694676
12.	ROYAL RICE	1683914
13.	ROYAL	2066393
14.	ROYAL	3990952

For LI OVERSEAS NORTH AMERICA INC.

[Signature]
Director

For ALLAHABAD BANK

[Signature]
RAJENDRA KOTHARI
Deputy General Manager
International Branch, 3rd Floor
17, Parliament Street, New Delhi-1



ATTESTED

[Signature]
Gopal Singh
Exec. Assistant
PHD Chamber of Commerce and Industry
New Delhi (INDIA)

009968

ATTESTED

[Signature]
NOTARY PUBLIC
KESHAV PRASAD
17 MAR 2012



भारत सरकार GOVERNMENT OF INDIA
 अपोस्टिल / APOSTILLE
 (Convention de La Haye du 5 octobre 1961)
 INDIA

This public document of the type
 COMMERCIAL DOCUMENT

is issued to ALLAHABAD BANK

has been signed by GOPAL SINGH

with the seal / stamp of EXEC. ASSIT. PHD CHAMBER OF
 COMMERCE & INDUSTRY, NEW DELHI, DELHI

Certified by

Section Officer(OI) MINISTRY OF EXTERNAL AFFAIRS

on 28-Mar-2012 at NEW DELHI, INDIA

with reference no. DLND0004374112



ससी लेचिउस के.पि.
 SASI LEACHIOUS KP.
 सहायक अधिकारी (अं.अई.)
 Section Officer (O.I.)
 विदेश मंत्रालय, नई दिल्ली
 Ministry of External Affairs
 New Delhi

SCHEDULE 2

PLEASE REFER TO ATTACHMENT
(COPY OF SANCTION LETTER OF ALLAHABAD BANK)



For LT OVERSEAS NORTH AMERICA INC.

[Signature]

ATTESTED

009968

Gopal Singh
Exec. Assistant
PHD Chamber of Commerce and Industry
New Delhi (INDIA)

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[Signature]
01/03/12

SCHEDULE - 2 - ATTACHMENT



INTERNATIONAL BRANCH, NEW DELHI

SANCTION LETTER

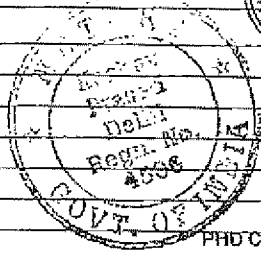
Ref. No. IBND/ADV/SL/793

Date: 30/01/2012

To,
M/s L T Overseas North America Inc., U.S.A
1211 Mc Gaw Avenue,
Irvine, CA 92614 (U.S.A)

This is in reference to your application, In this connection we are pleased to inform you that our competent authority has sanctioned your limits as per under noted terms & conditions :

01	Name & address of the borrower.	M/s L T Overseas North America Inc., U.S.A 1211 Mc Gaw Avenue, Irvine, CA 92614 (U.S.A)
02	Name/s, Net worth & address of the Guarantors)	<ul style="list-style-type: none"> • Shri V.K.Arora 31.03.2010 Rs 7.74 Crore • Shri Ashok Arora 31.03.2010 Rs 2.30 Crore • Shri Surinder Arora 31.03.2010 Rs 2.83 Crore • Shri Ashwani Arora 31.03.2010 Rs 3.51 Crore • Corporate Guarantee of Parent Co L.T.Foods Limited 31.03.2011 Rs 211.65 Crore
03	Last Sanction Ref. No. & Date.	Fresh
04	Nature of Present Proposal.	Sanction of Fresh Working Capital Term Loan of USD 10.00 Mn for meeting working capital requirements.
05	Purpose of sanction.	For meeting working capital requirement.
06	Period of Sanction & Review of the account	One year Next review date is 16.01.2013 or earlier at the discretion of the Bank
07	Facility	Working Capital Term Loan
08	Amount	USD 10 Million
09	Margin	Nil
10	Interest rate	6 Months LIBOR + 500bps
11	Interest Reset Clause	Interest is proposed to be reset every six months at the discretion of the bank.



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ATTESTED
Gopal Singh
Exec. Assistant
PHD Chamber of Commerce and Industry
New Delhi (INDIA)

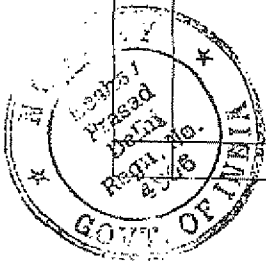
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NOTARY PUBLIC
DELHI (INDIA)

for LT OVERSEAS NORTH AMERICA INC.
24 MAR 2012

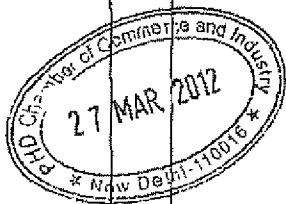
Director

12	Period	5 Years and 4 months		
13	Repayment	The Term Loan will be repaid as follows:		
		Year	Repayment	
		December 2011 to 31st March 2013	Moratorium Period of 16 Months	
		2013-14	USD 1.00 Million (Quarterly installment of USD 0.25 Mn starting from June 2013)	
		2014-15	USD 3.00 Million (Quarterly installment of USD 0.75 Mn)	
		2015-16	USD 3.00 Million (Quarterly installment of USD 0.75 Mn)	
		2016-17	USD 3.00 Million (Quarterly installment of USD 0.75 Mn)	
		Interest will be serviced monthly apart from above principal repayment including in Moratorium period.		
14	Prepayment penalty	2% of the outstanding balance.		
15	Default Interest	2.00% over the normal interest for the period of default		
16	Upfront /Processing Fees	As per circularized instruction i.e. 1% of loan amount.		
17	Primary Security	Nil		
		<p>1. Mortgage over Land and building situated at 8, Kachnar Marg, DLF City Phase - I, Gurgaon, Haryana on pari-passu basis with AXIS Bank, the present value of which is approx. Rs. 27.00 crore.</p> <p>2. Assignment of "Khush Inc" brand.</p> <p>Latest valuation of the property will be obtained from Bank's empanelled valuers as per Bank's guidelines before disbursement of the term loan. Any short fall in the value of the property will be make good by the company</p>		
19	Guarantees	Name of the Guarantor	Date of CR.	Net Worth (Rs.in Cr.)
		Shri V.K.Arora	31.03.2010	7.74
		Shri Ashok Arora	31.03.2010	2.30
		Shri Surinder Arora	31.03.2010	2.83
		Shri Ashwani Arora	31.03.2010	3.51
		Corporate Guarantee of Parent Co L.T.Foods Limited	31.03.2011	211.65
		The company will submit the latest credit report of all the guarantors.		



ATTESTED
 24 MAR 2012

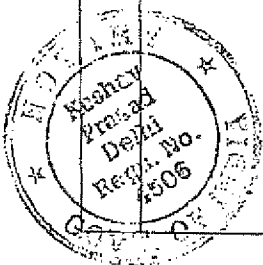
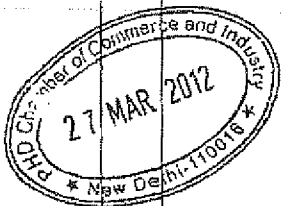
20	External credit rating	The company will obtain external credit rating within 3 months.
21	Market Conditions	During the period till the date of sanction, the bank shall be entitled to change pricing, terms and conditions, if the circumstances so warrant, in case of any material adverse impact in global / Indian financial market.
22	Legal Fees	All legal fees related to this credit facility shall be borne by the company.
23	Availability period	Available for drawing from the date of the Agreement to the date which is 360 days after the date of the agreement.
24	Commitment fee	0.25% p.a. on the amount not withdrawn beyond 180 days from documentation date
25	Pre Disbursement Conditions	<ul style="list-style-type: none"> The limit will be disbursed only after getting the satisfactory confidential credit report of all the lenders of the company. NOC from the existing Banker will be submitted. The company will submit a letter from AXIS Bank that shares of Kush Inc. pledged with their Bank, will not be released without prior approval/permission from our Bank The personal guarantee of the promoter directors required. Unit will be visited by the Branch Officials before release of the limit. The company will undertake that it will not make any further investment in subsidiaries/JVs without prior approval/permission of the Bank. Kush brand to be valued before disbursement of the limits.
26	Post Disbursement Follow up	<ul style="list-style-type: none"> As soon as reasonably practicable following the date of agreement and in any event within 180 days of the date of drawdown, the borrower shall provide satisfactory evidence of the perfection of all security documents. Failure to do so will attract penal interest of 0.50%, which will be payable in equivalent INR till completion of all formalities. The Bank at its discretion may depute any officer to inspect the borrower company's/godowns/ office. The expenses in this regard will have to be borne by the company. Advance / Facility sanctioned shall be used for the specific purpose for which it is sanctioned and not for any other purpose. Funds / facility will be used only for the specific purpose as requested by the company. The company will submit an undertaking in this regard. The account shall be monitored as per the guidelines of the bank.
27	Market Disruption clause	During currency of the loan , the bank shall be entitled to change pricing, terms and conditions, if the circumstances so warrant, in case of any material adverse impact in global / Indian financial market.
28	Events of Defaults	As customary for a facility of this nature and to include, without limitation: <ul style="list-style-type: none"> a) non-payment of interest and installments due b) any financial covenants not satisfied c) failure to comply with any other obligation subject to agreed remedy periods if capable of remedy d) misrepresentation



ATTESTED
 NOTARY PUBLIC
 NEW DELHI (INDIA)

27 MAR 2012

		<ul style="list-style-type: none"> e) cross default f) insolvency g) insolvency proceedings h) creditors' process leading to material adverse event i) unlawfulness j) repudiation k) moratorium l) cessation of listing m) change of control o) condition subsequent not fulfilled p) material adverse change in the business of the company
29	Other Conditions	<p>01. In addition to the terms and conditions contained in this Term Sheet, the final documentation will contain other customary clauses including but not limited to Representation & Warranties from the Company, Conditions Precedent to the effectiveness of the Facility and condition precedents to each disbursement, Affirmative covenants by Company, Negative Covenants, Additional Covenants, Information Covenants, Events of Defaults by the Company and the Consequences of the Event of Default, as applicable to the facilities of this nature.</p> <p>02. During the currency of the credit facility, the company shall intimate to us, in reasonable time after, while:</p> <ul style="list-style-type: none"> (i) concluding any fresh secured borrowing arrangement with any other Bank or Financial Institutions, company or otherwise, (ii) Undertaking any expansion, except for related business. (iii) Investing by way of share capital in or lend or advance to or place deposits with any other unrelated concern (iv) formulating any scheme of amalgamation with any other company or reconstruction, (v) Undertaking guarantee obligations on behalf of any other company or any third party, beyond the limits prescribed under the companies act. (vi) declaring dividend for any year except out of profits relating to that year after making all the due and necessary provisions provided that no default had occurred in any repayment obligation; (vii) making any repayment of the loans and deposits and discharge other liabilities except those shown in the funds flow statement submitted from time to time; (viii) Making any substantial change in their controlling management set-up. <p>03. The lenders reserves the right to withhold disbursement of the loan at any time if in its opinion, there has been an Event of Default under any Agreement executed by the Company, including but not limited to the Loan Agreement.</p> <p>04. The lenders reserve the right to appoint qualified accountants / technical experts / management consultants of its choice to examine the books of accounts, operations of the company or to carry out a full concurrent / statutory audit. The cost of such inspection shall be borne by the Company.</p> <p>05. The loan shall be utilized for the purpose for which it is sanctioned and it should not be utilized for –</p> <ul style="list-style-type: none"> ▪ Subscription to or purchase of shares/debentures except in subsidiary companies which are part of this transaction structure.

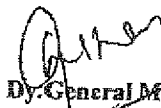


ATTACHED
For LI OVERSEAS NORTH AMERICA INC.


NOTARY PUBLIC
 ASHISH PRASAD
 DELHI


[Signature]
 Director

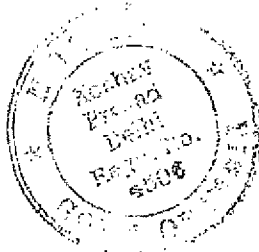
		<ul style="list-style-type: none"> ▪ Extending loans to subsidiary companies/associates or for making inter-corporate deposits, except in subsidiary companies which are part of this transaction structure. ▪ Any speculative purposes <p>06. All other terms and conditions of the similar type of facilities will also be applicable.</p>
30	Information Undertakings	<p>The Borrower shall supply each of the following:</p> <ul style="list-style-type: none"> • its annual audited consolidated or unconsolidated financial statements within 120 days from the close of the accounting year • its semi-annual consolidated or unconsolidated financial results within 90 days • with each set of financial statements, a directors' compliance certificate signed by one director; • all material documents dispatched by the Borrower to its shareholders generally (or any class of them) or its creditors generally; • Details of any material litigation, arbitration or administrative proceedings; • notification of any default or event of default; • such other information regarding the financial condition, business and operations of any member of the Group as any finance party may reasonably request; and • All documents and other evidence reasonably requested by the Lender(s) to carry out and be satisfied with all necessary "know your customer" or other checks.
31	Risk Grading	AB 4 under CRG
32	Sanctioning Authority	MCBOD.


Dy. General Manager.

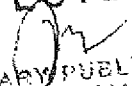
For LI OVERSEAS NORTH AMERICA INC.


Director


27 MAR 2012
Ministry of Commerce and Industry
New Delhi-110016


Notary Public
New Delhi
6008

ATTESTED


NOTARY PUBLIC
INDIA

24 MAR 2012

ATTESTED

009968


Gopal Singh
Exec. Assistant
Ministry of Commerce and Industry
New Delhi (INDIA)

SCHEDULE 3

PLEASE REFER TO ATTACHMENT



For Director PHD Chamber of Commerce and Industry

[Signature]
Director



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ATTESTED

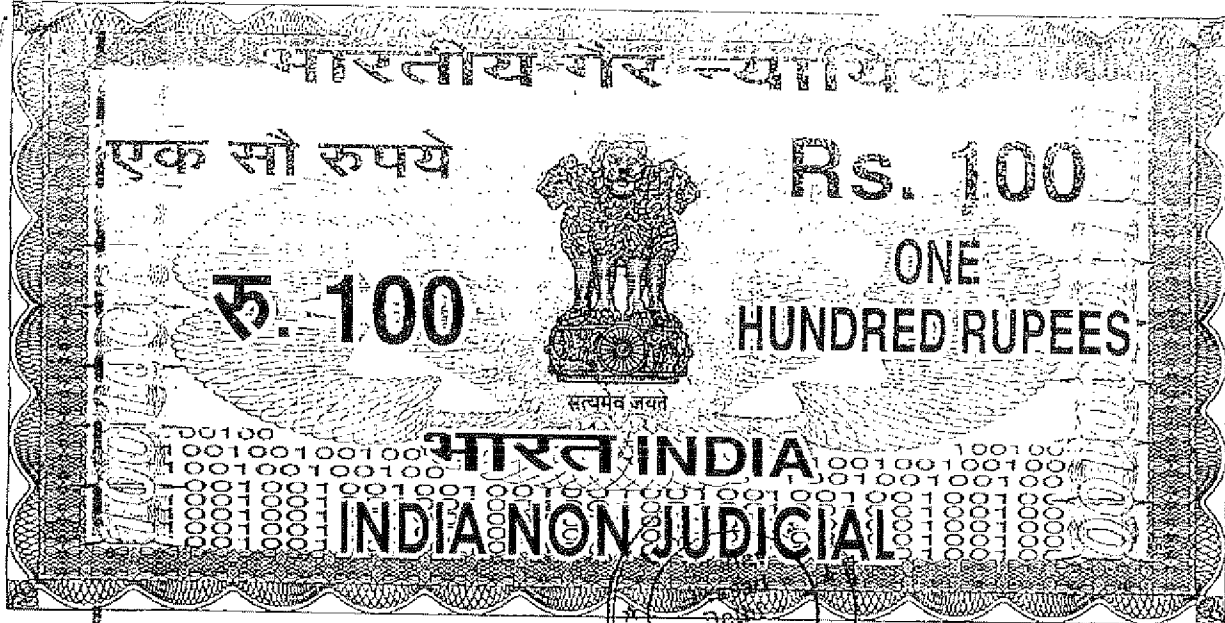
ATTESTED

Gopal Singh
Exec. Assistant
PHD Chamber of Commerce and Industry
New Delhi (INDIA)

[Signature]
24 MAR 2012



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दिल्ली DELHI

S 638394

SCHEDULE - 3 : ATTACHMENT

**FORMING AN INTEGRAL PART OF
TRADEMARK LICENSE AGREEMENT
EXECUTED BETWEEN ALLAHABAD BANK
AND KUSHA INC., USA**

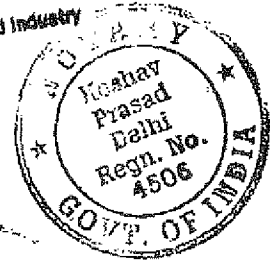
For Kusha Inc



ATTESTED

Gopal Singh
Exec, Assistant
PHD Chamber of Commerce and Industry
New Delhi (INDIA)

009969



ATTESTED

27 MAR 2012

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (hereinafter, the "Agreement") shall be effective as of the date it is fully executed (the "Effective Date") and is by and between Allahabad Bank, a banking corporation constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 of the Government of India with its Head Office at No.2, Netaji Subhas Road, Kolkata-700 001 and acting hereunder through its Hong Kong Branch with its place of business at 1908-09, Tower 1, Lippo Centre, 89 Queensway, Admiralty, Hong Kong (hereinafter "Licensor") on the one hand, and Kusha, Inc., a California corporation with its place of business at 1211 McGaw Avenue, Irvine, California (hereinafter "Licensee") on the other hand.

Whereas, Licensor has received an assignment of the Trademarks (as defined below) owned by LT Overseas North America, Inc., USA, ("LT Overseas") the parent company of Licensee;

Whereas, heretofore, Licensee has held the exclusive right from LT Overseas to utilize the trademarks with the express permission and authorization of LT Overseas and the parties to this Agreement wish that exclusive use to continue;

Whereas, as part of a contemporaneous transaction whereby Licensor received an assignment of the Trademarks from LT Overseas, Licensor now wishes to grant an exclusive license to Licensee in those Trademarks;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

I. DEFINITIONS

As used herein, the following terms shall have the following meanings:

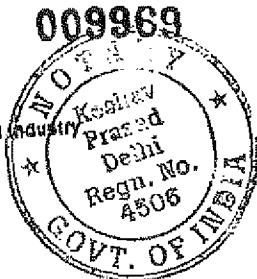
- A. "Trademarks" shall mean the trademarks (and all associated trade dress) described in and identified by their United States Registration numbers as set forth in Exhibit "A" attached hereto.
- B. "Trademark Rights" shall mean the right to make, market, sell, offer to sell, distribute and otherwise use the Trademarks in the production, promotion or sale of products or services.
- C. "Licensed Territory" shall mean worldwide.

GRANT OF LICENSE

- A. Licensor hereby grants to Licensee, on the terms and conditions set forth herein, an exclusive, royalty-free right and license with regard to the Trademark Rights in the Licensed Territory.



ATTESTED
Gopal Singh
Exec. Assistant
Chamber of Commerce and Industry
New Delhi (INDIA)



[Handwritten signature]

27 MAR 2012

- B. Licensor hereby grants to Licensee the right to exclude others from using the Trademarks, including using the Trademarks in making, advertising, selling, distributing or offering to sell any and all products or services incorporating the Trademarks in any advertising, labeling or packaging within or affecting the Licensed Territory.
- C. Licensor hereby grants to Licensee the right to sue others for, among other things, trademark infringement, to recover both past and future damages, and/or to obtain injunctive or other equitable relief.
- D. Licensor hereby grants to Licensee the right to prosecute, defend, pursue and maintain all rights in the United States Patent and Trademark Office ("USPTO") pertaining or related to the Trademarks and/or the Trademark Rights.
- E. The license granted by Licensor to Licensee does not include the right of Licensee to sub-license others.

III. TERM AND TERMINATION

- A. The exclusive license granted by this Agreement is terminable at will by Licensor upon written notice from Licensor to Licensee. Notwithstanding a termination of the Trademark Rights, all provisions of this Agreement necessary to carry out the intent of the parties shall survive the termination of this Agreement.

IV. LICENSEE'S RIGHTS AND OBLIGATIONS

- A. Licensee acknowledges that Licensor is the sole owner of the Trademark Rights and Licensee agrees that the only rights it will have in the Trademarks or in the Trademark Rights are those expressly granted to Licensee herein and those implied rights which pertain thereto.
- B. Licensor shall have no liability whatsoever to Licensee or any third party by reason of Licensor's grant of the exclusive license as provided herein. To the extent that Licensor is claimed to have any liability, Licensee shall fully defend and indemnify Licensor from and against all such liability, including attorneys' fees, costs and any judgment or settlement amounts.
- C. During the term of this Agreement, Licensee shall not: (i) take any action challenging or opposing, on any grounds whatsoever, the ownership by Licensor of the trademarks; (ii) contest the validity or enforceability, or assist or request any third party to contest the validity or enforceability, of any of the Trademarks in any judicial, governmental, or quasi-governmental suit or proceeding to the extent and in jurisdictions where permitted by law; or (iii) request cancellation of any of the Trademarks.



ATTESTED
 NOTARY PUBLIC
 (I.P.S.) (INDIA)

For Kusha Inc

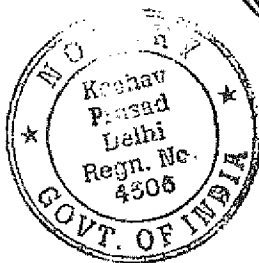
Director

24 MAR 2012

- D. Licensee shall mark all goods bearing a U.S. registered trademark with the ® symbol.
- E. Licensor hereby authorizes Licensee to take all necessary and appropriate action (in the exercise of Licensee's reasonable business judgment) to keep the Trademarks in force, defend and prosecute them, and Licensee shall bear the costs of doing so.

V. GENERAL PROVISIONS

- A. No failure or delay of either part hereto in insisting upon or enforcing any of its rights or remedies or options hereunder shall constitute a waiver by said party.
- B. This Agreement (including the agreements referenced herein) constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and there are no representations, warranties, promises, or undertakings other than those contained herein. This Agreement supersedes all previous agreements between the parties hereto regarding the subject matter hereof. No course of conduct or dealing between the parties shall act as a modification or waiver of any provision of this Agreement, and no waiver or modification of any of the terms or provisions of this Agreement shall be valid, unless contained in a writing signed by both parties.
- C. Each party hereto represents and warrants that it has made no agreements that are inconsistent with this Agreement or that would prevent such party from entering into this Agreement. Each party hereto further represents and warrants that entering into this Agreement does not violate any agreements, rights or obligations existing between it or any other entity.
- D. If any provision of this Agreement should be held to be void or unenforceable, in whole or in part, the court or tribunal so holding shall reform the provision to make it enforceable while maintaining the spirit and goal of the provision, and if the court or tribunal finds it cannot so reform that provision, such provision or part thereof shall be treated as severable, leaving valid the remainder of this Agreement.
- E. Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to effectuate the provisions or the spirit of the parties' agreement memorialized herein.



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For & Delivered

[Signature]

ATTESTED

NOTARY PUBLIC
INDIA

24 MAR 2012

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates noted below.

For Allahabad Bank "Licensor:"

By: RAJENDRA KOTHARI
Its: DY GENERAL MANAGER

For ALLAHABAD BANK
(Signature)
(RAJENDRA KOTHARI)
Deputy General Manager
International Branch, 3rd Floor
17, Parliament Street, New Delhi-1

Dated: March 24, 2012

For Kusha, Inc., "Licensee:"

For Kusha Inc

By: VIJAY KUMAR ARORA
Its: DIRECTOR

(Signature)
Director

Dated: March 24, 2012



ATTESTED

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(Signature)
Gopal Singh
Exec. Assistant
PHD Chamber of Commerce and Industry
New Delhi (INDIA)

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ATTESTED

(Signature)
NOTARY PUBLIC
27 MAR 2012

T/DA 1/11/12



भारत सरकार GOVERNMENT OF INDIA
अपोस्टिल / APOSTILLE
(Convention de La Haye du 5 octobre 1961)
INDIA

This public document of the type
COMMERCIAL DOCUMENT

is issued to ALLAHABAD BANK

has been signed by GOPAL SINGH

with the seal / stamp of EXEC. ASSTT. PHD CHAMBER OF
COMMERCE & INDUSTRY, NEW DELHI, DELHI

Certified by

Section Officer(OI) MINISTRY OF EXTERNAL AFFAIRS
on 28-Mar-2012 at NEW DELHI, INDIA

Document no. DLND0004374212



ससी लेचियुस, के.पि.
SASI LEACHIOUS ICP.
एग्जिक्यूटिव ऑफिसर (ओ.आई.)
Section Officer (O.I.)
विदेश मंत्रालय, नई दिल्ली
Ministry of External Affairs
New Delhi

EXHIBIT - A

Sr. No.	Trademarks	Registration No.
1.	AFTAB	1764711
2.	KUSHA	2117733
3.	PARI BRAND	1493357
4.	ROYAL	1982351
5.	SHAHRZAD	1718491
6.	TOP TEA	2342491
7.	GRAPEOLA	2610690
8.	KUSHA BASMATI RICE	2119452
9.	NASIM BASMATI RICE	1793788
10.	PARI BASMATI RICE	2057001
11.	PARI	1694676
12.	ROYAL RICE	1683914
13.	ROYAL	2066393
14.	ROYAL	3990952

ALLAHABAD BANK
(Signature)
(RAJENDRA KOTHARI)
Deputy General Manager
International Branch, 3rd Floor
Parliament Street, New Delhi-1



For Kusha Inc
(Signature)

ATTESTED
(Signature)

009969

Gopal Singh
Exec. Assistant
PHD Chamber of Commerce and Industry
New Delhi (INDIA)

19032
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ससी लीचियुस के पी
SASI LEACHIOUS.K.P.
अध्याय अधिकारी (ओ.आई.)
Section Officer (O.I.)
विदेश विभाग, नई दिल्ली
Ministry of External Affairs
New Delhi