

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allahabad Bank		03/24/2012	CORPORATION: INDIA
RECEIVING PARTY DATA			
Name:	Kusha, Inc.		
Street Address:	1211 McGaw Avenue		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	CORPORATION: CALIFORNIA		
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	

OP \$365.00 1764711

CORRESPONDENCE DATA

Fax Number: 3108871334

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

Phone: 3108871333

Email: sepehr@daghighian.com

Correspondent Name: Sepehr Daghighian

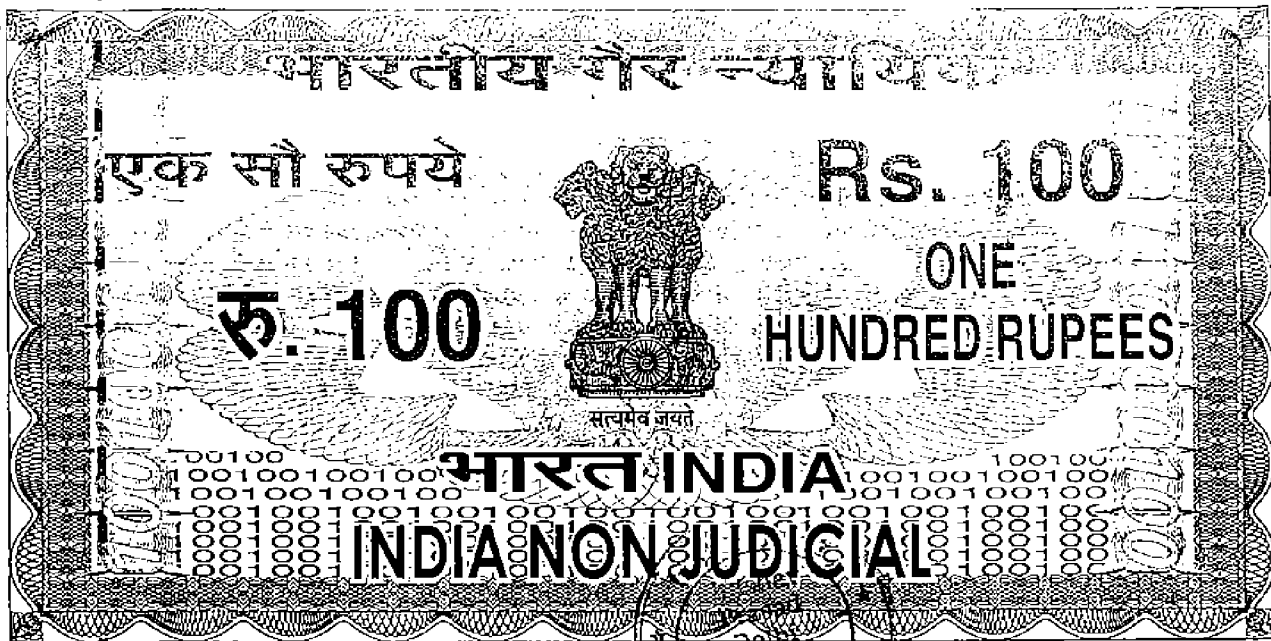
Address Line 1: 433 N CAMDEN DRIVE FL4

Address Line 4: Beverly Hills, CALIFORNIA 90210

ATTORNEY DOCKET NUMBER:	KUSHA INC
NAME OF SUBMITTER:	Sepehr Daghighian
Signature:	/sepehr daghighian/
Date:	05/02/2013

Total Attachments: 8

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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
Ministry of Commerce and Industry
New Delhi (INDIA)



- 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
 DELHI (INDIA)

For Kusha Inc

[Signature]

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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 ATTESTED
 NOTARY PUBLIC
 27 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

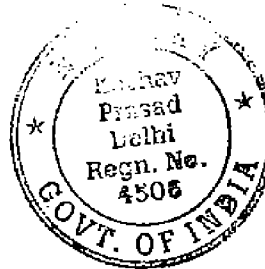
For Kusha Inc

For Kusha, Inc., "Licensee:"

By: VIJAY KUMAR ARORA
Its: DIRECTOR

[Signature]
Director

Dated: March 24, 2012



ATTESTED

009969

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

4

ATTESTED

[Signature]
NOTARY PUBLIC
24 MAR 2012

VINA 192

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. ASST. PHD CHAMBER OF
 COMMERCE & INDUSTRY, NEW DELHI, DELHI

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

Reference no. DLND0004374212

ससी लेचियस, के.पि.
 SASI LEACHIOUS K.P.
 अनुपम अधिकारी (ओ.आई.)
 Section Officer (O.I.)
 विदेश विभाग, 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.	SHHRZAD	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
(RAJENDRA KOTHARI)
Deputy General Manager
International Branch, 3rd Floor
Parliament Street, New Delhi-1



For Kusha Inc

009969

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

19032
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भारत सरकार GOVERNMENT OF INDIA
अपोस्टिल / APOSTILLE
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Certified by

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

DLND0004374312



ससी लेचिउस के.पि
SASI LEACHIOUS K.P.
अनुभाग अधिकारी (ओ.आई.)
Section Officer (O.I.)
विदेश मंत्रालय, नई दिल्ली
Ministry of External Affairs
New Delhi