

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560136

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900524702

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Moti Mahal Delux Management Services Private Ltd.		06/29/2019	Private Limited Company: INDIA

RECEIVING PARTY DATA

Name:	Sanjiv Kohli
Street Address:	J-116, Western Avenue
Internal Address:	Sainik Farms
City:	New Dehli
State/Country:	INDIA
Postal Code:	110062
Entity Type:	INDIVIDUAL: INDIA
Name:	Monish Gujral
Street Address:	A-24, Friends Colony (East)
City:	New Delhi
State/Country:	INDIA
Postal Code:	110065
Entity Type:	INDIVIDUAL: INDIA
Name:	Sachin Sarwal
Street Address:	D-811, New Friends Colony
City:	New Delhi
State/Country:	INDIA
Postal Code:	1100025
Entity Type:	INDIVIDUAL: INDIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4664064	MOTI MAHAL

CORRESPONDENCE DATA

Fax Number:

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

Phone: (212) 873-6120
Email: stacy@stacygrossmanlaw.com
Correspondent Name: Stacy J. Grossman
Address Line 1: Law Office of Stacy J. Grossman PLLC
Address Line 2: 888 Seventh Avenue, 10th Floor
Address Line 4: New York, NEW YORK 10106

NAME OF SUBMITTER:	Stacy J. Grossman
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SIGNATURE:	/Stacy J. Grossman/
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DATE SIGNED:	02/03/2020
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Total Attachments: 12

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TRADE MARK ASSIGNMENT AGREEMENT

BY AND AMONG:

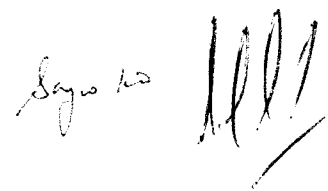
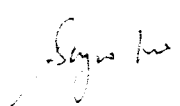
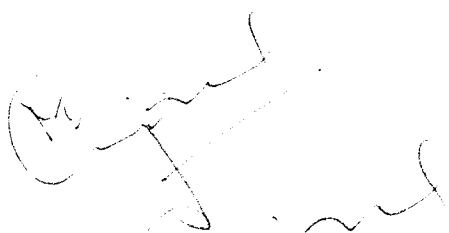
- (1) WHITE FEATHERS RESTAURANTS PRIVATE LIMITED
- (2) MOTI MAHAL DELUXE MANAGEMENT SERVICES PRIVATE LIMITED
- (3) Mr. Sanjiv Kohli
- (4) Mr. Monish Gujral
- (5) Mr. Sachin Sarwal

Dated 29th June, 2019

Handwritten signatures of the parties involved in the agreement. The signatures are written in black ink and are positioned below the list of parties. The first signature is for Mr. Sanjiv Kohli, the second for Mr. Monish Gujral, and the third for Mr. Sachin Sarwal. Each signature is accompanied by a small handwritten note above it, likely identifying the signatory.

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2. Definitions and Interpretation
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4. No agency
5. Waiver
6. Entire agreement and modifications
7. Notices
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TRADE MARK ASSIGNMENT AGREEMENT

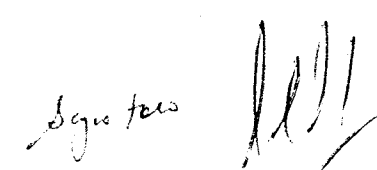
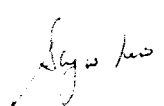
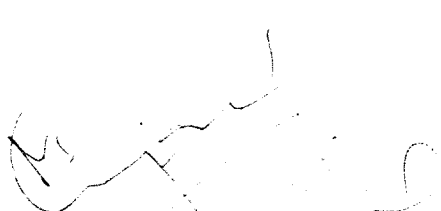
This Trade Mark Assignment (hereinafter referred to as the assignment) is made and entered into on 29th June 2019 (the effective date) by and between

1. **White Feathers Restaurants Private Limited**, a company organized, incorporated, registered and existing under the provisions of the Companies Act, 1956, having its registered office at D-14, N.D.S.E.-I, New Delhi-110049, represented by its director Sh. Sanjiv Kohli duly authorized vide resolution dated 1st June 2019 hereinafter referred to as the "**The First Party**", which term or expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include it, its successors-in-interest, group companies, parent company, holding company, subsidiaries and permitted assigns, of the FIRST PART.

AND

2. **Moti Mahal Delux Management Services Private Limited**, a company organized, incorporated, registered and existing under the provisions of the Companies Act, 1956, having its registered office at A-92c, Ground Floor, Namberdar Estate, Taimoor Nagar, New Delhi-110065, represented by its director Sh. Monish Gujral, duly authorized vide resolution dated 1st June 2019, hereinafter referred to as the "**The Second Party**", which term or expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include it, its successors-in-interest, group companies, parent company, holding company, subsidiaries and permitted assigns, of the Second PART

AND



TRADE MARK ASSIGNMENT AGREEMENT

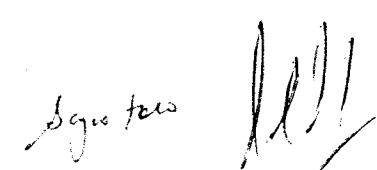
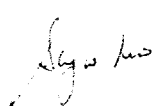
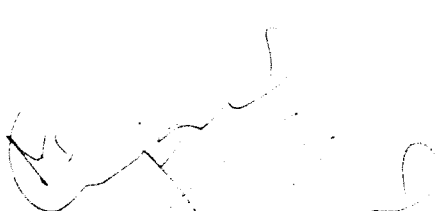
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AND

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AND



3. **Mr. Sanjiv Kohli**, S/o (Late) Sh. Amrit Lal Kohli, aged about 62 years residing at J-116, Western Avenue, Sainik Farms, New Delhi-110062, hereinafter referred to as "The Third Party", which term or expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include him, his legal heir(s), legal representative(s), executor(s), successor(s) and permitted assign(s) or any one claiming through or under him , of the Third Part;

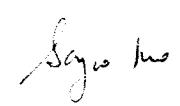
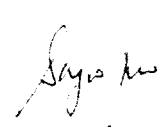
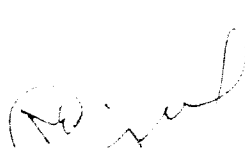
AND

4. **Mr. Monish Gujral**, S/o (Late) Sh Nand Lal Gujral, aged about 53 years residing at A-24, Friends Colony (East), New Delhi-110065, hereinafter referred to as "**The Fourth Party**", which term or expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include him, his legal heir(s), legal representative(s), executor(s), successor(s) and permitted assign(s) or any one claiming through or under him , of the Fourth Part;

AND

5. **Mr. Sachin Sarwal**, S/o Sh. Kailsh Chander, aged about 42 years residing at D-811, New Friends Colony, New Delhi-110025, hereinafter referred to as "**The Fifth Party**", which term or expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include him, his legal heir(s), legal representative(s), executor(s), successor(s) and permitted assign(s) or any one claiming through or under him , of the Fifth Part.

WHEREAS the First Party and the Second Party shall collectively hereinafter be referred to as the "**Assignors**" and the Third, Fourth, Fifth Party shall collectively hereinafter be referred to as the "**Assignees**" wherever they appear in the said agreement.



TRADEMARK

REEL: 006849 FRAME: 0265

WHEREAS:

1. The Assignors are a private limited companies incorporated and registered in India and, inter-alia, carrying on the business of restaurant and hospitality services.
2. The Assignees are the founder members and directors of the Assignor companies and have a vast, enriched experience of food and restaurant business.
3. Consequent to the Memorandum of Understanding dated 29th June, 2019 entered into between the Assignors and the Assignees, the Assignors agrees to assign the Trade Marks in the United States as per the details set out in Schedule 1 to this Agreement (hereinafter referred to as "the said Trade Marks").
4. In lieu whereof, the Parties hereto are now entering into this Trade Mark Assignment Agreement whereby Assignors have agreed to assign the said Trade Marks in the United States.

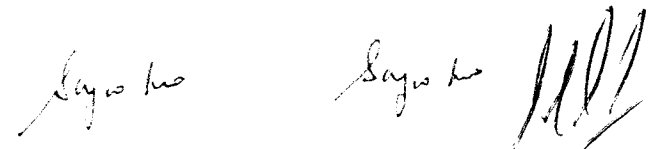
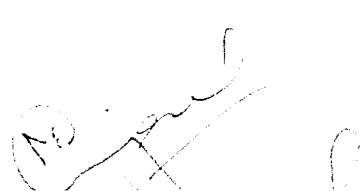
NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Definitions and Interpretations

1.1 Definitions

In this Agreement, the terms listed below shall, unless the context requires otherwise have the meanings attached to them. These terms may be identified by the capitalisation of the first letter of each principal word thereof.

1.1.1 "Agreement" shall mean this Trade Mark Assignment Agreement.



1.1.2 "Party" means either of the Assignors and / or the Assignees and "Parties" shall refer to both of them collectively.

1.1.3 "Related Agreement" shall refer to the Memorandum of Understanding dated 29.06.2019.

1.1.4 "Trade Marks" shall mean only the trade marks appearing and being referred to in Schedule-1 and restricted only to the geographical boundaries of United States.

1.02 Interpretation

In this Agreement and the Exhibits and Schedules hereto, except to the extent that the context otherwise requires:

- (a) References to any document or agreement including this Agreement shall be deemed to include any references to such documents or agreements as amended, supplemented or replaced from time to time in accordance with its terms and (where applicable) subject to compliance with the requirements set forth therein.
- (b) References to a statute, ordinance or other law shall be deemed to include regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (c) References herein to Clauses Exhibits and Schedules are to clauses in and schedules to this Agreement unless the context requires otherwise and the Schedules to this Agreement shall be deemed to form part of this Agreement.
- (d) Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.
- (e) Unless the context requires otherwise any words or items which are not specifically defined in this Agreement shall have the same

  
TRADEMARK

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meaning assigned to it in Memorandum of Understanding dated 29.06.2019.

2 ASSIGNMENT OF TRADE MARKS

- 2.1 In consideration of the execution of the Memorandum of Understanding dated 29.06.2019, and the payment of the consideration stipulated in the said Agreement/MOU which the Assignees have paid to the Assignors and which payment Assignors admit and acknowledge has been made by the Assignees, the Assignors hereby as on the effective date unconditionally, absolutely and irrevocably transfer and assign unto the Assignees in the United States on an "as is where is basis" all that the property, right, title, interest, and benefit of the Assignors into, over or upon the said Trade Marks as set out in Schedule 1 to this Agreement together with goodwill of the business in the services in respect of which the said Trade Mark are registered, applied for and has been used, TO HAVE AND TO HOLD the said Trade Marks unto the Assignees absolutely forever from the date hereof in United States of America.
- 2.2 The Assignors hereby declare and confirm that on and from the date hereof they have no right, title, interest or benefit whatsoever, into, over or upon the said Trade Marks hereby assigned by them to the Assignees.
- 2.3 The Assignors further declare and confirm that they shall not at any time hereafter claim or purport to claim directly or indirectly in any manner whatsoever any right, title, interest into, over or upon the said Trade Marks in USA only and further declare and confirm that on and from the effective date hereof the Assignees shall be the sole and absolute registered proprietor/owner of the said trademarks together with all the goodwill of the business in the services in respect of the

said Trade Marks has been registered/applied for and used in USA only.

- 2.4 The parties hereby undertake to do and perform, sign, swear and execute all such further and other acts, deeds, documents, matters or things as may be required by the Assignees or considered necessary, desirable or proper to give effect to the transfer and assignment of the said Trade Marks only in the United States of America, excluding the rest of the world.
- 2.5 That the Assignors hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

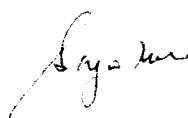
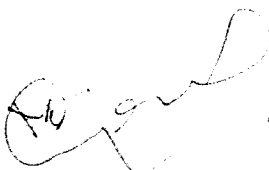
3. No Agency

The Parties agree that the relationship between them under this Agreement is that of principal to principal and no agency shall be established as a result of this Agreement.

4. Waiver

The failure, with or without intent, of any Party to insist upon the performance (in strict conformity with the literal requirements) by the other Party of any term or stipulation of this Agreement, shall not be treated or deemed to constitute a modification of any terms or stipulations of this Agreement. Nor shall such failure or election be deemed to constitute a waiver of the right of such Party at any time whatsoever thereafter to insist upon performance by the other party strictly in accordance with any terms or provisions hereof.

All terms, conditions and obligations under this Agreement shall remain in full force and effect at all times during the subsistence of this Agreement except where otherwise amended or modified by them by mutual written agreement.



TRADEMARK

5. Entire Agreement and Modifications

The Parties confirm and acknowledge that this Agreement shall constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the Parties with respect to the subject matter of this Agreement, and no agreement or understanding varying or extending the same shall be binding upon any Party unless arising out of the specific provisions of this Agreement.

No amendment, modification or addition to this Agreement shall be effective or binding on either of the Parties unless set forth in writing and executed by them through their duly authorised representatives and subject to obtaining requisite approval, if any, following such execution.

6. NOTICES

All notices, communications and other correspondence required or permitted by this Agreement shall be in writing and shall be sent to the following address:

D Motimahal Delov Mgt. Services (P) LTD
A-92 C. Taimoor Nagar
Nambardar Estate
Delhi

7. SEVERABILITY

Should any part of this Agreement be declared illegal or unenforceable, the Parties will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend modify or replace the Agreement. If any term or provision of this Agreement shall be so declared by a final adjudication of any tribunal or court of competent

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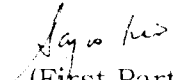
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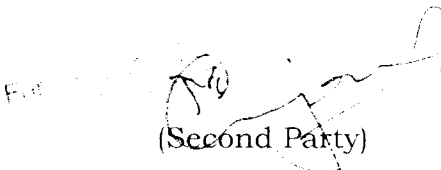
jurisdiction to be illegal. such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions declared (by either Party) shall be one expressly defined as a condition precedent or as of the essence of this Agreement, or comprising an integral part of, or inseparable from the remainder of this Agreement.

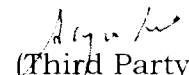
8. GOVERNING LAW

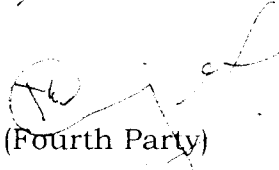
This Agreement shall be governed by and construed and enforced in accordance with the laws of India.

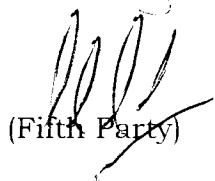
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by and through their duly authorised representatives as of the date written herein.


(First Party)


(Second Party)


(Third Party)


(Fourth Party)


(Fifth Party)

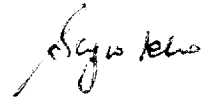
SCHEDULE 1
To Memorandum of Understanding Dated June 29, 2019

U.S. Application Serial No. 85672701 for the mark MOTI MAHAL DELUX LEGENDARY CULINARY (and Design)

U.S. Registration No. 4664064 for the mark MOTI MAHAL

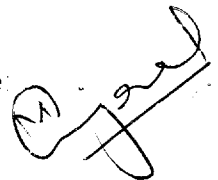
Party 1 Printed Name: White feather restaurants P Ltd

Signature:



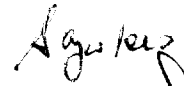
Party 2 Printed Name: Motimahal delux management services Pvt Ltd

Signature:



Party 3 Printed Name: Mr Sanjiv Kohli

Signature:



Party 4 Printed Name: Mr. Monish Gujral

Signature :



Party 5 Printed Name: Mr Sachin Sarwal

Signature:

