

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794960

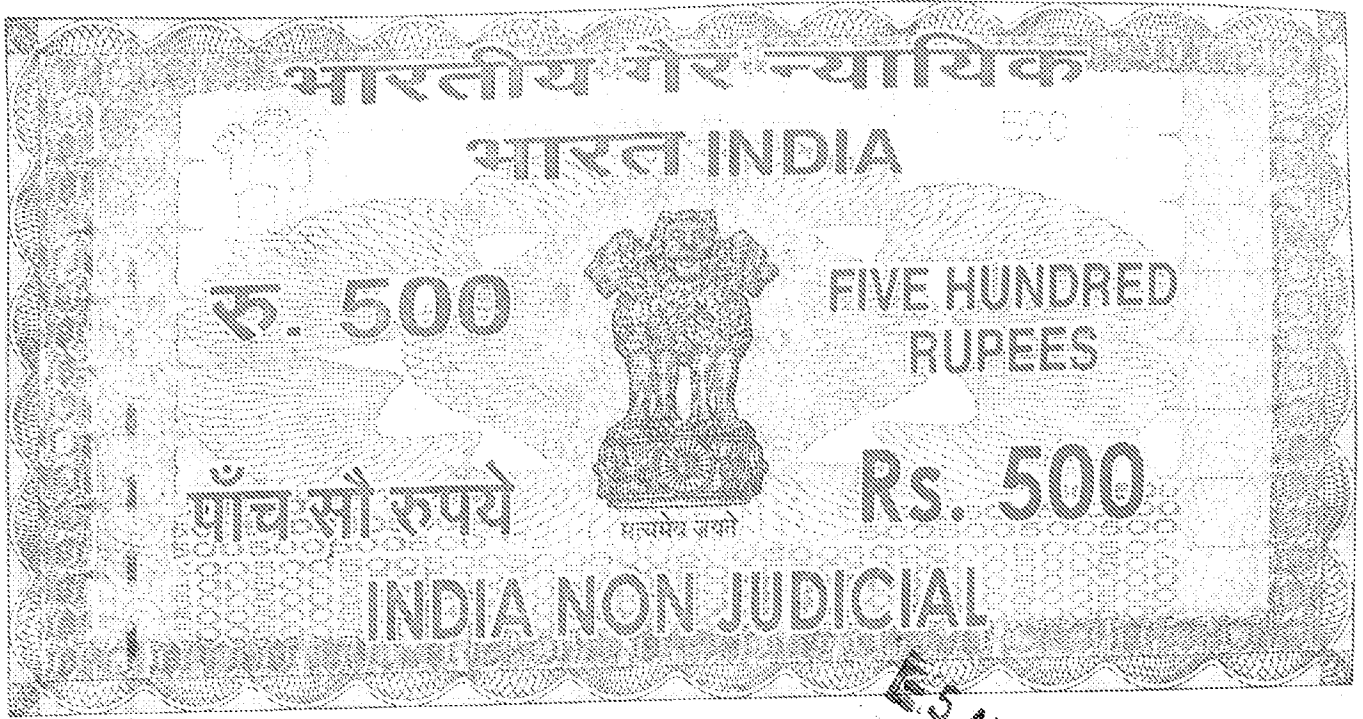
SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900747473		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alok International, Inc.		08/05/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Alok Industries Limited		
Street Address:	Tower B, Peninsula Business Park, GK Marg, Lower Parel		
Internal Address:	2/3 Floors		
City:	Mumbai		
State/Country:	INDIA		
Postal Code:	400013		
Entity Type:	Company: INDIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5129470	SUPREME COTTON	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	ryan@amintalati.com		
Correspondent Name:	Ryan M. Kaiser		
Address Line 1:	549 W. Randolph St.		
Address Line 2:	Suite 400		
Address Line 4:	Chicago, ILLINOIS 60661		
DOMESTIC REPRESENTATIVE			
Name:	Ryan M. Kaiser		
Address Line 1:	549 W. Randolph St.		
Address Line 2:	Suite 400		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Ryan M. Kaiser		
SIGNATURE:	/Ryan M. Kaiser/		

DATE SIGNED:

03/16/2023

Total Attachments: 11

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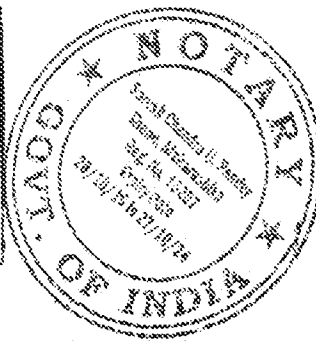
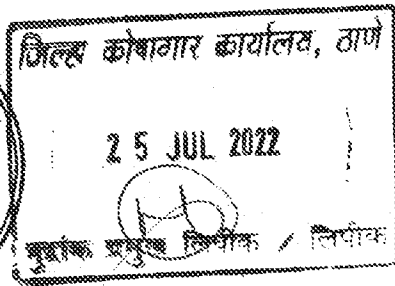


महाराष्ट्र MAHARASHTRA

2022

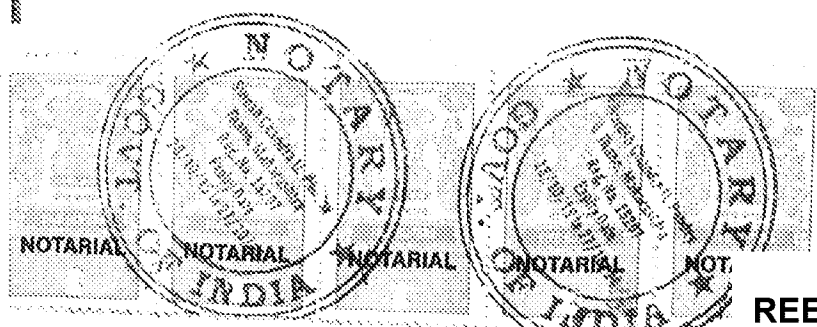
5 AUG 2022

BP 483192



Intellectual Property Assignment Agreement

This Stamp Paper is Part & Parcel of this Document



TRADEMARK
REEL: 008004 FRAME: 0547

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") is made and executed on this 5th day of August, 2022 (the "Effective Date")

BY AND BETWEEN:

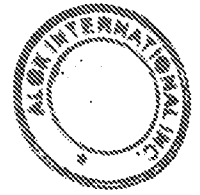
ALOK INTERNATIONAL INC., a corporation organized and existing under the Laws of Texas, USA, having its registered office at **123 OAK LAWN AVENUE, DALLAS, TEXAS 75207, U.S.A.**, (hereinafter referred to as "Assignor" which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and permitted assignees) of the FIRST PART;

ALOK INDUSTRIES LIMITED, a company incorporated under the A company incorporated under Companies Act, 1956, and having its corporate office at **2/3 Floors, Lower B, Peninsula Business Park, GK Marg, Lower Parel, Mumbai 400013** (hereinafter referred to as "Assignee" which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and permitted assignees) of the OTHER PART;

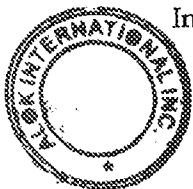
Wherever the context requires, the Assignor and the Assignee shall be individually referred to as "Party" and together as "Parties".

RECITALS:

- A. The Assignor is a corporation organized and existing under the Laws of Texas, USA;
- B. The Assignee is one of the largest textile manufacturing and exporting company in India providing end-to-end integrated textile solutions to varied domestic as well as



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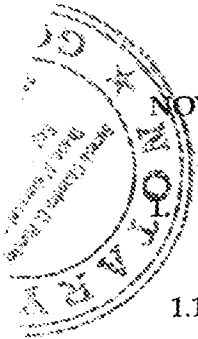
international customers comprising of domestic and overseas retails and garment exporters under the brand ALOK INDUSTRIES LIMITED;

- C. The Assignor has filed trademark applications for registration of their Intellectual Properties (Trademarks) (hereinafter referred to as the "Assigned Intellectual Property" / "IP", the details of which are more fully detailed out in Annexure A of this Agreement) in its own name;
- D. It is now intended by the Assignor to formally transfer/assign all its right, title and interest in and to the IP in favour of the Assignee and the Assignee desires to acquire all of Assignor's right, title, and interest in and to the IP;
- E. In pursuance of the above, both the Parties are entering into this Agreement to record the terms and conditions under which the Assignor will assign all its right, title, and interests in and to the IP in favour of the Assignee.

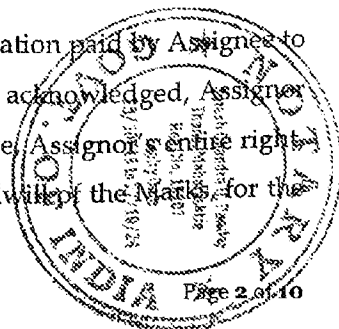
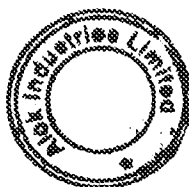
NOW, THEREFORE, the Parties hereto agree as follows:

ASSIGNMENT

- 1.1 Subject to the terms and conditions of this Agreement, the Assignor hereby absolutely, exclusively, perpetually and irrevocably assign, in lieu of the consideration set forth here below, to the Assignee all worldwide rights, titles and interests in and to the IP, including all registrations and/or applications for registration thereof, together with the goodwill thereof for the entire world and the Assignee hereby accepts such assignment ("Assignment").
- 1.2 From the Effective Date, the Assignee shall be the sole and absolute owner of the IP and the Assignor shall cease to have any rights with respect thereto.
- 1.3 In pursuant to the above, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the IP, together with the goodwill of the Marks, for the



[Handwritten signatures]



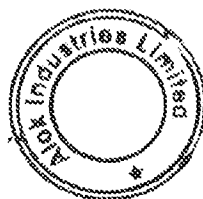
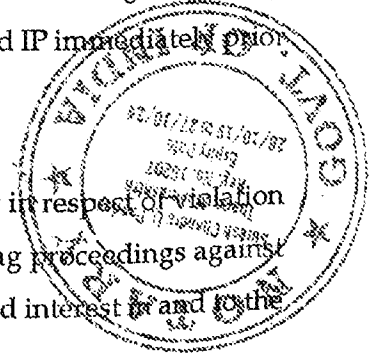
United States, including any renewals or extensions thereof that are or may be secured under the laws of the United States now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

1.4 This Assignment is deemed to be executed and delivered within India, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of India without regard to its conflicts of law principles.

The Assignment includes, without limitation:

(i) the exclusive right to file further applications to secure registrations, prosecute, maintain, withdraw, abandon the pending Assigned IP detailed under Annexure A as well, to renew all Assigned IP registrations under Annexure A and to take any other actions that may be required to maintain the validity of the registrations secured by the IP, in the United States or on any part of the world, including without limitation, to any unidentified or unregistered parts / components of the Assigned Intellectual Property conceived, developed or reduced to practice prior to the Effective Date solely by individuals who were employees or contractors of the Assignors or any Affiliate of the Assignors who worked on the Assigned IP immediately prior to the Effective Date

(ii) the right to bring proceedings against any third party in respect of violation of the Assigned Intellectual Property Rights (including proceedings against any third party for infringement of any rights, title and interest in and to the



Assigned Intellectual Property Rights whether taking place before or after this Assignment), in the United States or on any part of the world.

(iii) the unlimited, perpetual, assignable, sublicensable, transferable, royalty free license and right to use, exploit, assign and commercialize the Assigned IP in any manner the Assignee deems fit without requiring any permission/consent from the Assignors.

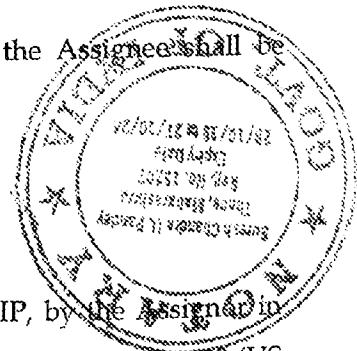
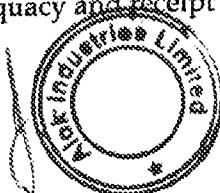
1.6 The Assignment of IP under this Agreement shall not lapse or be considered void on account of a failure by the Assignee to exercise any of the assigned rights, titles or interests, for any length of time in the United States or in any part of the world.

1.7 The Assignor constitute the Assignee as their irrevocable attorney for doing any act, deed or agreement, including executing any and all documents and making applications for registration or recording subsequent proprietorship, to ensure the vesting of absolute ownership of the Assigned IP in the Assignee and to protect the interests of Assignee so that the Assignee can procure the full benefits of the provisions of this Agreement. The Assignor and the Assignee shall jointly execute and submit all necessary documents and forms, if any, required by the regulatory authorities to ensure that the assignment of the Assigned IP and recordal of assignment with the trademark authorities is complete. The Assignee shall be entitled to use the name of the Assignor for any such purpose, and the Assignor agree that this entitlement cannot be terminated to the prejudice of the Assignee.

1.8 The aforementioned rights assigned by the Assignor to the Assignee shall be hereinafter to as the "Assigned Rights".

2. CONSIDERATION

The Assignee agrees that in lieu of the assignment of the IP, by the Assignor in favour of the Assignee, the Assignee is paying an assignment fee of USD 100 (US Dollars one hundred Only) ("Consideration") to the Assignor. The Assignor acknowledges the adequacy and receipt of the Consideration for the Assignment.



3. REPRESENTATIONS AND WARRANTIES

3.1 The Assignor represents and warrants to the Assignee that:

3.1.1. the Assigned IP is solely owned by the Assignor and are held free of encumbrances;

3.1.2. the Assignor have the rights, power and authority to assign the Assigned IP in accordance with this Agreement;

3.1.3. the Assignor will render all assistance required by the Assignee in relation to registration of the Assignee's rights hereunder;

3.1.4. the Assignor have not entered into any other agreements, documents or deeds for sale, transfer, license or assignment of the IP;

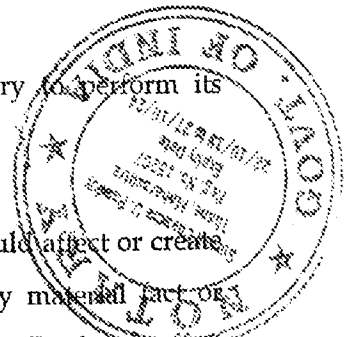
3.1.5. the assignment of the Assigned IP by the Assignor under this Agreement shall not constitute breach of any other agreement, understanding or arrangement, oral or written, to which the Assignor is a party;

3.1.6. to the best of the knowledge, information or belief of the Assignor, no third party is claiming any interest in the Assigned IP;

3.1.7. the Assignors have no knowledge of any third-party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Assigned IP;

3.1.8. no third-party consents, assignments or licenses are necessary to perform its obligations under this Agreement;

3.1.9. the Assignor is not aware of any facts or circumstances that could affect or create an impediment in the registration of the Assigned IP, or of any material fact or circumstance which if not disclosed to the Assignee would materially alter or affect the decision of the Assignee to acquire the IP and the Assigned Rights under this Agreement;



Agreement;

- 3.1.10. the Assignee shall be entitled to use and enjoy the benefit of the Assigned Rights in the territory of the whole world pursuant to this Deed;
- 3.1.11. the goodwill generated henceforth by virtue of use of the Assigned IP shall inure to the benefit of the Assignee;
- 3.1.12. the Assignor agree to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations made under this Agreement inaccurate in any way; and
- 3.1.13. The IP being assigned under this Agreement constitute all the intellectual property rights relating to Assigned IP, whether registered, in the process of being registered or unregistered, of the Assignor.

INDEMNIFICATION

The Assignors hereby indemnifies and agrees to hold harmless the Assignee, its Affiliates and their concerned directors, officers, representatives, agents and employees (hereinafter, the "Indemnified Persons"), from and against all actions, claims, proceedings, losses, damages, costs, charges, expenses, penalties or other liabilities that may at any time hereafter be brought against, incurred, suffered or imposed on the Assignee by reason or as a consequence of:

- (i) any breach by the Assignors of any of its representations and warranties or obligations in this Agreement, or
- (ii) any litigation, arbitration or other proceedings or amounts payable under any judgment, verdict, court order or court settlement resulting from the infringement of any third-party intellectual property rights to the extent that such infringement is attributable to the actions and/or omissions of the Assignors or its agents or legal representatives prior to the Effective Date.

4.2. The Assignors shall not invoke the Indemnified Persons' knowledge (actual, constructive or imputed) of a fact or circumstance that might make a statement untrue, inaccurate, incomplete or misleading as a defence to a claim for breach of any warranties.

5. MISCELLANEOUS

5.1 **Entire Agreement:** No oral agreement exists between the Parties. This Agreement, along with the Annexure hereto, constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes any prior agreement or understanding, written or oral, that the Parties may have had regarding the ownership or assignment of IP and Assigned Rights under this Agreement.

5.2 **Notices:** All notices, demands, requests or any other document to be sent by a Party in connection with this Agreement shall be in writing and shall be delivered (i) by a recognized courier or registered post-acknowledgement due; or (iii) by email, to the other Party at the addresses first mentioned above or to such address notified by a Party from time to time.

Governing Law: This Agreement and all questions of its interpretation shall be construed in accordance with the laws of the Republic of India.

5.4 **Costs:** The stamp duty, charges and taxes payable in respect of this Agreement shall be borne and paid by the Assignor.

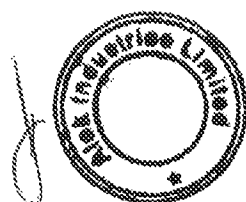
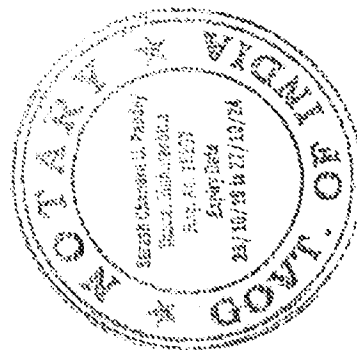
5.5 **Amendments:** Any modification, amendment, or waiver of any provision of this Agreement shall be effective if it is in writing and executed by the authorized representatives of each Party.

5.6 **Waiver:** No failure by a Party to take any action with respect to a breach of this Agreement or a default by any other party shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default.

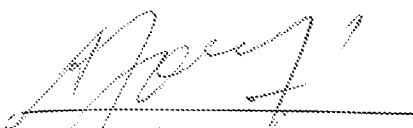
5.7 **Counterparts:** This Agreement has been executed in **two counterparts**, each of which shall be an original, but both of which shall constitute one and the same instrument.

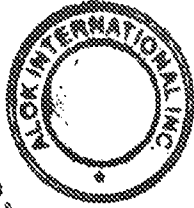
5.8 **Severability:** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

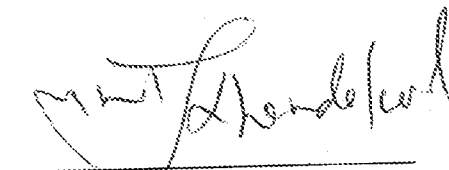
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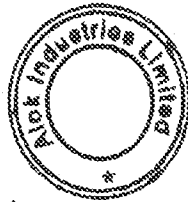


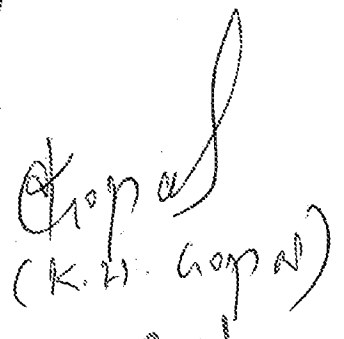
IN WITNESS WHEREOF, BOTH THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORISED REPRESENTATIVES ON THE DAY, MONTH AND YEAR MENTIONED ABOVE.

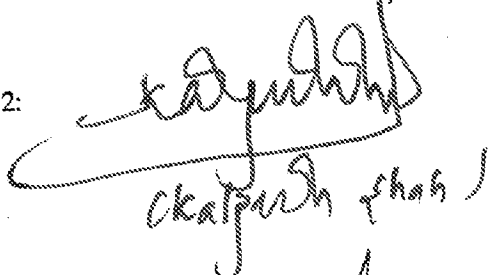

Name: Alex A. Jindjke
Designation: Director
For the Assignor





Name: Sunil O. Khundelwal
Designation: Manager
For the Assignee



WITNESS 1:

(K. H. Gopal)


WITNESS 2:

(Chaturbhushan Shah)

NOTARIZED

SURESH CHANDRA U. PANDEY
ADVOCATE & NOTARY
GOVT. OF INDIA
Regd. No. 15207
Thane - Maharashtra



5 AUG 2022

Annexure A
INTELLECTUAL PROPERTY RIGHT DETAILS

<u>Sl No.</u>	<u>Trademark</u>	<u>Date of Application/Registration</u>	<u>Class</u>	<u>Goods/ Service Descriptions</u>	<u>Status</u>
1.	SUPREME COTTON 	August 6, 2014	24	Bed linen; Bed linen and table linen; Bed sheets; Bed throws; Sheet sets; Towel sets; Towel sheet; Towels; all of the foregoing being made in whole or substantial part of cotton	Registered
2.	METADRY Metadry	September 11, 2014	24	Bath linen; Bed linen; Towel sets; Towels	Registered

